

Ohio Department of
TAXATION

Employee's Withholding Exemption Certificate

IT-4
Rev. 12/00

Print Full Name **(b) (6), (b) (7)(C)** Social Security Number _____

Home Address and Zip Code _____

Public School District of Residence _____ School District No. _____

1. Personal exemption for yourself, enter "1" if claimed 0
2. If married, personal exemption for your spouse if not separately claimed (enter "1" if claimed) 0
3. Exemptions for dependents 0
4. Add the exemptions which you have claimed above and enter total 0
5. Additional withholding per pay period under agreement with employer 0 \$

Under the penalties of perjury, I certify that the number of exemptions claimed on this certificate does not exceed the number to which I am entitled.

Signature **(b) (6), (b) (7)(C)** Date **(b) (6), (b) (7)(C)** 05

After you have read the contents of this handbook:

1. Read and sign the Acknowledgment,
2. Separate the Acknowledgment at the perforation, and
3. Give the signed Acknowledgment to your Manager.

This handbook is intended solely as a general information guide to let Associates know about the current policies and programs Wal-Mart has in place. The policies and benefits presented in this handbook are for your information and do not constitute terms or conditions of employment. This handbook supersedes all prior handbooks. This handbook is not a contract. From time to time, Wal-Mart may determine that it needs to change some of the policies or programs in this handbook in order to better meet the requirements of our Associates and the Company. If any policies or programs are changed, modified, deleted, or supplemented, Wal-Mart will notify Associates as soon as possible.

I acknowledge that I have received and read this handbook as well as this Acknowledgment, and that I have had the opportunity to ask my Manager questions about both and that I fully understand the contents of both as they relate to my employment with Wal-Mart. I understand that the information contained in this handbook are guidelines only, and are in no way to be interpreted as (b) (6), (b) (7)(C)

Date:

Social Security Number:

Print Your Name:

Signature:



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Date:

Social Security Number:

Print Your Name:

Signature:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



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(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

Social Security Number

(b) (6), (b) (7)(C)

WAL-MART**SAM'S**
CLUB
MEMBERS ONLY**HYPERMART USA****WAL-MART**
SUPERCENTER**NEW HIRE CHECKLIST - DAY ONE ORIENTATION****Instructions:**

- 1 Cover all points on this checklist with the new hire.
- 2 Have the new hire **sign and date** the back of the form, indicating all areas have been covered with him/her.
- 3 Have the Training Coordinator or Screening Committee member sign the form.
- 4 Place the completed and signed form in the associate's personnel file.

New Associate Information:

New Associate's Name

(b) (6), (b) (7)(C)**(b) (6), (b) (7)(C)**

Sponsor

PERSON	X	ACTIVITY
Training Coordinator	✓	Welcome New Associate to the Wal-Mart Team, and explain your role in helping the associate get acquainted.
- or -	✓	Call TJTC (Targeted Jobs Tax Credit) toll-free number. They will request information concerning the associate (social security #, date of birth, etc.), then they will give you a "voucher number." Write this number on the outside of the associate's folder.
Screening Committee Member	✓	Explain and have the new associate complete all forms in the employment package. Be sure all forms are completed properly and signed. <input type="checkbox"/> I-9 <input type="checkbox"/> WMP-31 <input type="checkbox"/> WMP-28 <input type="checkbox"/> W-4 <input type="checkbox"/> New Hire Statement (letter)
	✓	Give new associate his / her Handbook and explain key points and policies. <input type="checkbox"/> Business Behavior (Fraternalization) <input type="checkbox"/> Corporate Beliefs/Culture <input type="checkbox"/> Safety/Accident <input type="checkbox"/> Work Attire (Dress Code) <input type="checkbox"/> Acknowledgement form
	✓	Remove Tri-Fold card from Orientation Packet, fill out and explain the following to the new associate. <input type="checkbox"/> Pay Periods <input type="checkbox"/> Locker Location / use / number. <input type="checkbox"/> Date of First Paycheck <input type="checkbox"/> Work Schedule (first two weeks) <input type="checkbox"/> Management Team (Names/Responsibilities)
	✓	Give the new associate, and explain use of, each of the following items: <input type="checkbox"/> Smock / Vest (Does NOT apply to Sam's Wholesale Club) <input type="checkbox"/> Discount Card / SWC Card <input type="checkbox"/> Name Badge
	✓	Explain work schedule to the new associate <input type="checkbox"/> How to request time off <input type="checkbox"/> Attendance is important <input type="checkbox"/> He / she must be flexible <input type="checkbox"/> Location of work schedule
	✓	Give the new associate a Benefits Book to take home and read. Explain these key points. <input type="checkbox"/> Full-time/Peak-time <input type="checkbox"/> Holiday Pay/Sick Pay/Vacation Pay <input type="checkbox"/> Stock Purchase <input type="checkbox"/> Bonus Programs
	✓	Watch Orientation Video - Part 1 (15 min.) with new associates.
	✓	Watch Profit Sharing Video - (9 min.) with new associates.
	✓	Fill in date, initial and have the new associate initial the <i>Hourly Associate Development Plan (HADP)</i> for <u>Orientation, Part 1</u> , and <u>Department Numbers Tri-Fold Card</u> (Div. 01 Stores only).
	✓	Explain how the HADP will be used to track the new associate's training (Div. 01 Stores only).
	✓	Introduce the new associate to the Store Manager / General Manager / Store Director.

PERSON	X	ACTIVITY
Store Manager,	✓	Welcome the new associate to your store's Wal-Mart team.
		Review and confirm Wal-Mart philosophies and policies covered in the Handbook and Part I of the Orientation Video.
		<input type="checkbox"/> Associate Involvement / Grass Roots <input type="checkbox"/> Work Attire (Dress Code) <input type="checkbox"/> Only One Boss - The Customer <input type="checkbox"/> Evaluations Schedule / Policy <input type="checkbox"/> Respect For The Individual <input type="checkbox"/> Open Door Policy <input type="checkbox"/> Strive For Excellence <input type="checkbox"/> Store Use Merchandise / Expense Control <input type="checkbox"/> The Low Price - Always <input type="checkbox"/> Safety and Accident Prevention
Store Manager	✓	Explain our pay periods and the associate's hourly wage.
		Confirm the associate's work schedule (listed on tri-fold card).
	✓	<input type="checkbox"/> Be on time to start work. <input type="checkbox"/> Whom to call if unable to work. <input type="checkbox"/> Return from breaks / lunch on time.
		Explain Loss Prevention and Safety policies and procedures
	✓	<input type="checkbox"/> Associate Theft / Dishonesty <input type="checkbox"/> Shoplifter Apprehension <input type="checkbox"/> Honesty / Integrity <input type="checkbox"/> Spot Checks (Associate Purchases) <input type="checkbox"/> Checking out of Friends / Relatives <input type="checkbox"/> Slips / Trip / Fall Prevention
		Re-emphasize Dress Code and appearance policies.
	✓	<input type="checkbox"/> No gum / tobacco chewing <input type="checkbox"/> Tie (Does NOT apply to Sam's) <input type="checkbox"/> Smoking Policy <input type="checkbox"/> Name Badge required at all times <input type="checkbox"/> Smocks / Vests (Does NOT apply to Sam's)
	✓	Explain any other store procedures
	✓	Tell the associate that the Management Team is always available to help him / her
	✓	Tell the associate that you will complete Orientation, Part 2 with him / her in about a week
	✓	Review and confirm the <i>Hourly Associate Development Plan</i> training schedule, materials, and positions.
	✓	Take the associate back to the Training Coordinator or Screening Committee member, who will complete the remainder of this New Hire Checklist.
Training Coordinator	✓	Introduce associate to fellow associates.
- or -		Take associate on a store tour, including:
Screening Committee Member	✓	<input type="checkbox"/> Offices <input type="checkbox"/> Break Room (explain break length) <input type="checkbox"/> Receiving Area <input type="checkbox"/> Time Clock (explain use and error correction) <input type="checkbox"/> Trash Disposal / Compactor <input type="checkbox"/> Associate Registers (show locations) <input type="checkbox"/> Associate Parking Area <input type="checkbox"/> Emergency Exits (show all locations) <input type="checkbox"/> Store Layout <input type="checkbox"/> Phone locations (and use of P.A.)
	✓	Explain and demonstrate the way Wal-Mart expects associates to serve our customers.
	✓	Emphasize that every associate must smile and greet customers -- wherever the associate is working and whatever he / she is doing.
	✓	Take the associate to his / her trainer, who will get the new associate started in his / her training.

The items on this checklist have been covered with the associate by a Wal-Mart representative. It has been explained that any misappropriation of Company money or property -- or money and/or property belonging to others -- will be considered grounds for dismissal.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Training
Screening Committee Member

Date

WAL-MART

To The New Wal-Mart Associate:

On behalf of the Executive staff and Management associates, we would like to welcome you to Wal-Mart. The following are several points we feel it is important for you to understand:

1. All new associates are on a 90-day New-Hire period. This means your performance, attitude, and adherence to Company policies and procedures will be closely observed, and that either you or the Company may terminate your employment with or without notice. If, and when you have passed your 90 days, this should not be construed as a guarantee of employment for any specific length of time or any specific type of work. Continued employment and job assignments are based on your performance and the store's (and/or Company's) needs.
2. A reduction in the number of hourly associates may be necessary once a new store has been opened, or after peak business seasons. The size of the work force will be based upon the store's performance (sales volume). From time to time it may also be necessary to change the associate's schedules or numbers of hours worked, depending on the store's business needs at the time. If you are terminated during a reduction in work force and are rated "Satisfactory, eligible for rehire," you must reapply if, and when you want to be considered for re-employment when vacancies occur which the store needs to fill. The Company assumes no obligation to contact you for possible rehire. Remember, applications are only good for 60 days and must be kept current for consideration.
3. Due to the nature of our business, associates' working hours must remain flexible. Full-time associates will work 28 or more hours a week, and peak-time associates will work less than 28 hours a week. Schedules will be posted well in advance of the scheduled work week.

Note, if you are a new associate in a new store you may work full-time and all days during the setup, however, this does not mean you will remain full-time or on days after setup.

4. Most associates will be required to work some nights and some weekend hours. There will be a few exceptions to this due to different job requirements.
5. Stores not opened by February 1 do not qualify for the Shrinkage Program for that particular year.
6. Wal-Mart has an Open Door Policy which encourages associates to discuss any matter freely, openly, and in confidence with their Store Manager or other levels of Management. We encourage you to use this at anytime.

Your Wal-Mart Store Manager

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Date

★ ★ ★ This form should be kept in the associate's personnel file. ★ ★ ★

**Wal-Mart Stores, Inc.
EXIT INTERVIEW**

Printed From GAIN
Associate Information

Associate Name : (b) (6), (b) (7)(C) WIN : (b) (6), (b) (7)(C) SSN # :

Address :

US Phone:

Facility #:2605 Division # : 1 Associate Type: Hourly

Last Worked Date: (b) (6), (b) (7)(C)/2014 Effective Date: (b) (6), (b) (7)(C)/2014

Last Position Held:- Last Rate of Pay:

Company Property Information

The following applicable Wal-Mart property must be collected at the time of Exit Interview.

☐ Badge ☐ Discount Card ☐ Membership Card ☐ Company Issued Clothings ☐ Weight Belt
☐ Box Cutter ☐ Freezer Gear

Note : To be considered for re-employment, you must re-apply. Your previous work record with Wal-Mart Stores, Inc. will be reviewed.

The Company assumes no obligation to contact you for possible re-employment. Where state laws allow, a Neutral Reference will be provided to external employers seeking information regarding your employment with Wal-Mart Stores, Inc. Dates of employment and last position held is the only information that will be released.

Summary of Termination Information

Termination Type: Involuntary Termination

Eligible for Rehire Status: Rehirable

Termination Reason: Misconduct With Coachings

Last Day Worked: (b) (6), (b) (7)(C)/2014

Manager Comments

On (b) (6), (b) (7)(C) 2014 (b) (6), (b) (7)(C) approached (b) (6), (b) (7)(C) on the salesfloor about items in grocery being plugged. (b) (6), (b) (7)(C) thanked (b) (6), (b) (7)(C) for bringing this to (b) (6), (b) (7)(C) attention and that (b) (6), (b) (7)(C) most definitely would look into this concern. (b) (6), (b) (7)(C) waited for (b) (6), (b) (7)(C) to arrive in which (b) (6), (b) (7)(C) then flung open the door to the AD and came straight up to (b) (6), (b) (7)(C) and began complaining about plugging in grocery. The (b) (6), (b) (7)(C) was also in the office and tried to speak up to hear (b) (6), (b) (7)(C) concern regarding third shift's stocking. (b) (6), (b) (7)(C) then pointed (b) (6), (b) (7)(C) finger in (b) (6), (b) (7)(C) face and shouted "I'm not talking to you." (b) (6), (b) (7)(C) went on to ensure (b) (6), (b) (7)(C) would also look into the issue and address it appropriately. (b) (6), (b) (7)(C)

Signatures

Associate Name : (b) (6), (b) (7)(C)	Date:	Electronic Acknowledge:	No
Supervisor Name : (b) (6), (b) (7)(C)	Date: (b) (6), (b) (7)(C)/2014	Electronic Acknowledge:	Yes
Witness Name : (b) (6), (b) (7)(C)	Date: (b) (6), (b) (7)(C) 2014	Electronic Acknowledge:	Yes

Provided below is important information related to your separation....

COBRA	Continuation of Benefits	(b) (6), (b) (7)(C)
DISCOUNT CARD - RETIREE	Application Information	(b) (6), (b) (7)(C)
LIFE INSURANCE	Conversion of Benefits	(b) (6), (b) (7)(C)
PROFIT SHARING	Account Information	(b) (6), (b) (7)(C)
STOCK OWNERSHIP	Account Information	(b) (6), (b) (7)(C)
401K	Account Information	(b) (6), (b) (7)(C)
RESOURCES FOR LIVING	Counseling Service	(b) (6), (b) (7)(C)

ASSOCIATE SCHEDULING AVAILABILITIES

ASSOCIATE NAME **(b) (6), (b) (7)(C)** SSN _____ DATE **(b) (6), (b) (7)(C)**

ASSOCIATE SIGNATURE **(b) (6), (b) (7)(C)**

OFFICE USE ONLY

DIV DEPT JOB CSR

SECTION 1:

Please indicate whether you are currently Full-time or Peak-time FT

primary _____
secondary _____

Please indicate your Maximum Weekly Hours: 40
Full-time cannot exceed 40. Peak-time cannot exceed 27

SECTION 2:

Please indicate the hours you ARE AVAILABLE. Remember to indicate AM or PM. (If left blank--assumes available midnight to midnight.)

	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Start time	<u>Any nk</u>	<u>"</u>	<u>4:00 Am nk</u>	<u>4:00 Am nk</u>	<u>"</u>	<u>4:00 Am nk</u>	<u>4:00 Am nk</u>
End time	<u>Any nk</u>	<u>"</u>	<u>5:00 Pm nk</u>	<u>5:00 Pm nk</u>	<u>"</u>	<u>5:00 Pm nk</u>	<u>5:00 Pm nk</u>

SECTION 3:

Please indicate any current "ONE TIME" TIME OFF REQUESTS you know about (REMEMBER--Paid requests must have been turned in on a Time Adjustment Request Form.)

Beginning		Returning On		Reason	Mgmt Approval
Date	Time	Date	Time	(see back for reasons)	
(b) (6), (b) (7)(C)	_____	(b) (6), (b) (7)(C)	_____	<u>Camping Trip</u>	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

SECTION 4:

Please indicate any repeating exceptions to your availability. (NOT AVAILABLE) Some examples include night class every other Thursday night, military service duty the 2nd weekend of every month, etc.

Beginning		Ending		Reason	Exception (how often it occurs)	Date To	
Date	Time	Date	Time			Begin	End
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

By Whom _____

ACKNOWLEDGEMENT

After you have read the attached summary of benefits:

1) Read and sign acknowledgement, 2) Separate the acknowledgement, 3) Give the acknowledgement to management.

I acknowledge that I have read this summary of the WAL-MART BENEFITS PLANS for eligible Wal-Mart associates and a current Benefits Book (SPD).
I understand the pre-existing conditions clause and my COBRA rights. I also have shared this information with my spouse (if applicable).

DATE: (b) (6), (b) (7)(C) SIGNATURE: (b) (6), (b) (7)(C) PRINT NAME: (b) (6), (b) (7)(C) SS#: _____

new hire orientation training plan

Associate: (b) (6), (b) (7)(C) Sponsor: _____

Hire Date: (b) (6), (b) (7)(C) Division: _____ Dept. _____

DAY ONE

- ☒ Meet Store Manager
- ☒ Participate in Welcome Session
- ☒ Watch the *History/Legacy* video
- ☒ Watch/discuss the *Division 01 Combo* video (or *Supercenter Orientation* video)
- ☒ Wal-Mart Culture Lesson - Respect for the Individual
- ☒ Meet the Management Team
- ☒ Review Yellow Dot Program
- ☒ Review personnel paperwork
- ☒ Review Benefits information
- ☒ Watch/discuss the *Benefits* video
- ☒ Participate in a Question & Answer session
- ☒ Meet Sponsor
- ☒ Participate in a Store Tour
- ☒ Review Wal-Mart Today's *Welcome to Wal-Mart*

Pipeline & Computer Based Learning (CBL)

- ☒ Introduction to Pipeline, Policy Manual & CBL
- ☒ Print & review Training Plan (under Training in Pipeline)
- ☒ Read policy PD-10, Statement of Ethics (under Policy in Pipeline)
- ☒ Discovery Basic (Level 1: 7 days to complete)
- ☒ Three Basic Beliefs (Level 1: 7 days to complete)
- ☒ Store Manager to show and discuss the *You Picked a Great Place to Work* video
- ☒ Participate in a Question & Answer Session
- ☒ Watch/discuss the *End of Day One* (Division 01 Combo) video

Associate's Initials: (b) (6), (b) (7)(C) Personnel Manager's Initials: (b) (6), (b) (7)(C)

DAY TWO

- ☒ Watch *Customer Service - Just Plain Old Common Sense* video
- ☒ Wal-Mart Culture Lesson - Strive for Excellence
- ☒ Watch *Customer Service - Magic of a Blink* video
- ☒ Review & discuss the Transfer/Promotion policy
- ☒ Discuss the evaluation process
- ☒ Participate in a Question & Answer session
- ☒ Watch *Stakeholder* video
- ☒ Discuss the Associate Stakeholder Bonus Program
- ☒ Practice basic functions of the SMART System

Pipeline & Computer Based Learning (CBL)

- ☒ Review Job Descriptions (under Training in Pipeline)
- ☒ Associate Safety (Level 1: 7 days to complete)
- ☒ Customer Safety (Level 1: 7 days to complete)
- ☒ Hazard Communications (Level 1: 7 days to complete)
- ☒ Bloodborne Pathogens (Level 1: 7 days to complete)

Associate's Initials: (b) (6), (b) (7)(C) Personnel Manager's Initials: (b) (6), (b) (7)(C)

DAY THREE

- ☒ Turn in Benefits forms
- ☒ Wal-Mart Culture Lesson - Customers & Customer Service
- ☒ Watch *All the Kings Horses* video

- ☒ Visit with the Risk Control Team
- ☒ Participate in a Safety Tour
- ☒ Observe the use of general & power equipment
- ☒ Meet with your Supervisor
- ☒ Participate in a Question & Answer Session
- ☒ Participate in a Wal-Mart Cheer

Pipeline & Computer Based Learning (CBL)

- ☒ Review 5 Commitments (under Wal-Mart Stores in Pipeline)
- ☒ ~~100~~ Customer Service (Level 1: 7 days to complete)
- ☒ ~~100~~ Loss Prevention (Level 1: 7 days to complete)
- ☒ Spend time exploring Pipeline & the Policy Manual

Associate's Initials: (b) (6), (b) (7)(C) **Personnel Manager's Initials:** (b) (6), (b) (7)(C)

This Training Plan is to be used as a tool to help Associates in new positions, along with helping Sponsors better coach new Associates. This should be printed by the Personnel Manager and completed by the new Associate. Please sign and date below.

Associate: _____

Personnel Manager: _____

Completion Date: _____

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ATTACHMENT/EXHIBIT TO POSITION
STATEMENT WITHHELD PURSUANT TO
EXEMPTIONS 6 and 7(C)

Performance Appraisal Department Manager

B E L O W	M E E T S	E X C E E D S
-----------------------	-----------------------	---------------------------------

Customer Service

Practices 10 Foot Attitude.

Wears appropriate work attire.

(b) (6), (b) (7)(C)

Productivity

Maintains proper inventory levels.

Follows budgets for department, including shrink budget.

Ensures Associates are trained on departmental procedures.

Ensures departments are kept neat and clean.

Understands emergency procedures (e.g. accidents, codes).

Obtains basic understanding of the SMART System.

Understands how to use the handheld terminal.

Completes Store Within A Store (SWAS) charts monthly.

Completes price changes on time.

Orders needed merchandise.

Assists management with Stocker's performance reviews, coaching, and commendations.

Follows proper procedures on:

Markups/markdowns.

Signing flagging labels.

Price changes.

Clearance.

Competition pricing.

Follows rack rules.

NA

Sets modular layouts on time.

Completes Correction of Errors in a timely manner.

Maintains/tracks productivity of features.

Displays correct signing.

Ensures risers are neat and stable.

NA

Rotates merchandise.

Empties backstock.

Processes and stocks freight.

Establishes and maintains adequate and accurate inventory levels.

Dependability

Attendance and punctuality is within Company guidelines.

Days Absent: 0 Days Tardy: 0

Training

Current on CBLs Company Goal: 100% Associate Current % 100

PERFORMANCE APPRAISAL

Name: (b) (6), (b) (7)(C)	Store # 2605	Position: (b) (6), (b) (7)(C)
SS#:		Current Pay Rate: 0.61
Review Period: Yearly		Increase Amount: 5%, 43
From: (b) (6), (b) (7)(C) 01	To: (b) (6), (b) (7)(C) 02	New Pay Rate: 9.10

☐ 90 Day

☒ Annual

☐ Follow Up

STRENGTHS

Maintains proper inventory levels
Works back stock daily
Rotates stock and backstock
Sets modulars on time
Completes exceptions and price changes on time
Keeps checkouts labeled, flagged, and bean flipped correctly.

AREAS FOR IMPROVEMENT

Be more involved in SWAS
Complete correction of errors
Keep clipstrips labeled

ASSOCIATES COMMENTS/ GOAL SETTINGS

no Comments (b) (6), (b) (7)(C)

This is an evaluation of the Associate's Overall Job Performance.

☒ EXCEEDS EXPECTATIONS ☐ MEETS EXPECTATIONS ☐ BELOW EXPECTATIONS

SIGNATURES

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	02
			Date
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	02
			Date
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	02
			Date

Print Facility Manager's Name

(b) (6), (b) (7)(C)

ASSOCIATE EVALUATION

NAME: (b) (6), (b) (7)(C)	POSITION: (b) (6), (b) (7)(C)
SS#: _____	STORE: 2605
REVIEW PERIOD: 90	AREA OF RESPONSIBILITY: (b) (6), (b) (7)(C)
FROM: (b) (6), (b) (7)(C)	CURRENT PAY RATE: 7.00
TO: (b) (6), (b) (7)(C)	NEW PAY RATE: 7.28

☒ 90 DAY

☐ OUTSTANDING

☒ STANDARD

☐ ANNUAL

☐ FOLLOW-UP

☐ ABOVE STANDARD

☐ BELOW STANDARD

PERSONAL DEVELOPMENT

1. RESPECT FOR THE INDIVIDUAL: (List strengths & areas of improvement)

- Servant Leadership • People Development • Honesty & Integrity Always • Empowering Others
- Confidentiality • Creates & supports a working environment that embraces the diverse backgrounds of others.

(b) (6), (b) (7)(C) gets along with all associates & management. (b) (6), (b) (7)(C) has an excellent attitude towards others.

2. SERVICE TO OUR CUSTOMERS (INTERNAL & EXTERNAL): (List strengths & areas of improvement)

- Quality Always • 10-Foot Rule • Dress Code (name badge, vest, smock, etc.)
- Satisfaction Guaranteed (consistently meets or exceeds the Customer's needs).

Follows proper dress code. (b) (6), (b) (7)(C) always helps the customer with a smile.

3. STRIVE FOR EXCELLENCE (JOB SPECIFIC PERFORMANCE): (List strengths & areas of improvement)

- Continuous Improvement • Results-Driven • Associate Accountability • Store Within A Store
- Competitive Position • Expense/Budget Responsibility • Productivity • Innovative • Follow-up

(b) (6), (b) (7)(C) productivity is great. Places to tour notes in a timely manner.

4. COMMUNICATION: (List strengths & areas of improvement)

- Expresses ideas clearly & concisely, written or verbal • Asks questions when message is unclear
- Actively listens to, and keeps others informed

Follows directions well, asks questions when needed.

5. TEAMWORK / FLEXIBILITY:

(List strengths & areas of improvement)

- Dependable (i.e. attendance, punctuality) • Works well with others • Promotes & maintains all safety requirements

<i>Dependable to be at work when scheduled.</i>

6. INITIATIVE / SENSE OF URGENCY:

(List strengths & areas of improvement)

- Meets deadlines without daily direction • CBL training complete • Plans & organizes workload to react to changes

<i>(b) (6), (b) (7)(C) reacts to opportunities with a good sense of urgency.</i>

OVERALL STRENGTHS

Bullet-point comments are recommended

<i>Hardworker</i>
<i>Great Attitude</i>

AREAS OF IMPROVEMENT

Bullet-point comments are recommended

<i>Instock 100%</i>
<i>Better merchandising of endcaps.</i>

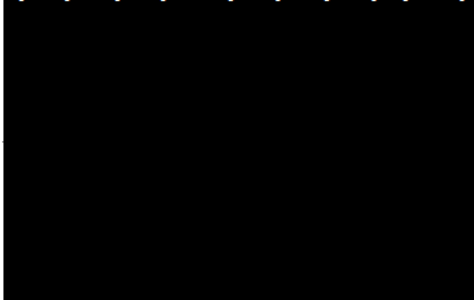
ASSOCIATE COMMENTS / GOAL SETTING

List goals that will aid in your personal development & impact your area of responsibility. Attach additional pages if necessary.

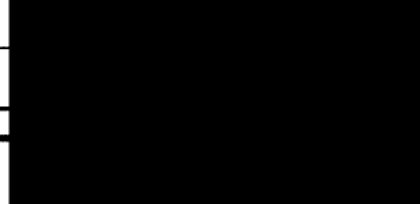
OBJECTIVES	MEANS OF MEASUREMENT
<i>I like working in Dept. (b) (6), (b) (7)(C)</i>	<i>I feel that I could</i>
<i>improve alot on ordering out of stock, sometimes</i>	<i>I feel as though I don't have enough time</i>
<i>to get everything I need to get done finished</i>	<i></i>

SIGNATURES:

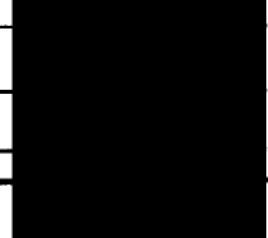
(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)



ASSOCIATE'S COMMENDATION FORM

NAME: (b) (6), (b) (7)(C) SS# _____ STORE # 2608
 DATE HIRED: (b) (6), (b) (7)(C) POSITION: Dept. mgr. Toys

This form is to be used to recognize any action for which an associate should be commended. Please give all the details, including dates.

(b) (6), (b) (7)(C) is being moved at (b) (6), (b) (7)(C) request
 from (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C)
 (b) (6), (b) (7)(C) This is a lateral move.
 and will not result in an increase or
 decrease in pay. This move will be
 effective on 11-6-99.

If a change in position occurs, please fill out the following:

POSITION:	FROM: (b) (6), (b) (7)(C)	TO: (b) (6), (b) (7)(C)
DEPARTMENT:	FROM: _____	TO: _____
SALARY:	FROM: _____	TO: _____
STATUS:	FROM: <u>F</u> <u>P</u> <u>T</u>	TO: <u>F</u> <u>P</u> <u>T</u>

** F = FULL TIME ** P = PART TIME ** T = TEMPORARY **

ASSOCIATE SIGNATURE: (b) (6), (b) (7)(C) DATE: 1/99
 MANAGER'S APPROVAL: (b) (6), (b) (7)(C) DATE: 99
 EFFECTIVE DATE: (b) (6), (b) (7)(C) 99

YES TO ASSOCIATE'S PERSONNEL FILE

ASSOCIATE EVALUATION

NAME: (b) (6), (b) (7)(C)	POSITION: (b) (6), (b) (7)(C)
SS#: _____	STORE: 2605
REVIEW PERIOD: _____	AREA OF RESPONSIBILITY: (b) (6), (b) (7)(C)
FROM: (b) (6), (b) (7)(C)	CURRENT PAY RATE: 7.28
TO: (b) (6), (b) (7)(C)	NEW PAY RATE: 1.57

<input type="checkbox"/> 90 DAY	<input type="checkbox"/> OUTSTANDING	<input checked="" type="checkbox"/> STANDARD
<input checked="" type="checkbox"/> ANNUAL	<input type="checkbox"/> FOLLOW-UP	<input type="checkbox"/> ABOVE STANDARD
		<input type="checkbox"/> BELOW STANDARD

PERSONAL DEVELOPMENT

- 1. RESPECT FOR THE INDIVIDUAL:** (List strengths & areas of improvement)
- Servant Leadership • People Development • Honesty & Integrity Always • Empowering Others
 - Confidentiality • Creates & supports a working environment that embraces the diverse backgrounds of others

(b) (6), (b) (7)(C) gets along well with associates.
 (b) (6), (b) (7)(C) created a good working environment
 with a friendly attitude and keeping
 freight worked.

- 2. SERVICE TO OUR CUSTOMERS (INTERNAL & EXTERNAL):** (List strengths & areas of improvement)
- Quality Always • 10-Foot Rule • Dress Code (name badge, vest, smock, etc.)
 - Satisfaction Guaranteed (consistently meets or exceeds the Customer's needs).

(b) (6), (b) (7)(C) always follows the proper
 dress code.
 (b) (6), (b) (7)(C) needs to listen to pages better.

- 3. STRIVE FOR EXCELLENCE (USE SPECIFIC PERFORMANCE):** (List strengths & areas of improvement)
- Continuous Improvement • Results-Driven • Associate Accountability • Store Within A Store
 - Competitive Position • Expense/Budget Responsibility • Productivity • Innovative • Follow-up

(b) (6), (b) (7)(C) is a productive worker.
 (b) (6), (b) (7)(C) needs to work on
 and daily cleanliness.

- 4. COMMUNICATION:** (List strengths & areas of improvement)
- Expresses ideas clearly & concisely, written or verbal • Asks questions when message is unclear
 - Actively listens to, and keeps others informed

(b) (6), (b) (7)(C) expresses (b) (6), (b) (7)(C) ideas clearly
 and keeps management informed
 of the needs of (b) (6), (b) (7)(C) department.

(b) (6), (b) (7)(C) attendance, punctuality) • works well with others • Promotes & maintains all safety requi

is dependable to be here when scheduled

6. INITIATIVE / SENSE OF URGENCY: (List strengths & areas of improvement)

Meets deadlines without daily direction • C&L training complete • Plans & organizes workload to react to c

(b) (6), (b) (7)(C) *is 100% on C&L's and meets deadlines in a timely manner*

OVERALL STRENGTHS

Bullet-point comments are recommended

*Dependable
Great attitude
Productivity*

AREAS OF IMPROVEMENT

Bullet-point comments are recommended

*Manage outs better meet goal
Merchandise skills
Labels & cleanliness*

ASSOCIATE COMMENTS / GOAL SETTING

List goals that will aid in your personal development & impact your area of responsibility. Attach additional pages if necessary.

OBJECTIVES

MEANS OF MEASUREMENT

*I would appreciate more help with the
Bicycle rack, and more help from
maintenance about cleaning underneath
the bike rack. I plan on being
more consistent in ordering my parts,
and training my people.*

SIGNATURES:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Performance Appraisal *Department Manager*

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Customer Service

Practices 10 Foot Attitude.

Wears appropriate work attire.

Productivity

Maintains proper inventory levels.

Follows budgets for department, including shrink budget.

Ensures Associates are trained on departmental procedures.

Ensures departments are kept neat and clean.

Understands emergency procedures (e.g. accidents, codes).

Obtains basic understanding of the SMART System.

Understands how to use the handheld terminal.

Completes Store Within A Store (SWAS) charts monthly.

Completes price changes on time.

Orders needed merchandise.

Assists management with Stocker's performance reviews, coaching, and commendations.

Follows proper procedures on:

Markups/markdowns.

Signing flagging labels.

Price changes.

Clearance.

Competition pricing.

Follows rack rules.

Sets modular layouts on time.

Completes Correction of Errors in a timely manner.

Maintains/tracks productivity of features.

Displays correct signing.

Ensures risers are neat and stable.

Rotates merchandise.

Empties backstock.

Processes and stocks freight.

Establishes and maintains adequate and accurate inventory levels.

Dependability

Attendance and punctuality is within Company guidelines.

Days Absent: 0

Days Tardy: 0

Training

Current on CBLs Company Goal: 100% Associate Current % 100%

(b) (6), (b) (7)(C)

PERFORMANCE APPRAISAL

Name: (b) (6), (b) (7)(C)	Store # 2615	Position: (b) (6), (b) (7)(C)
SS#: (b) (6), (b) (7)(C)		Current Pay Rate: \$7.87
Review Period:		Increase Amount: .30
From: (b) (6), (b) (7)(C) 99	To: (b) (6), (b) (7)(C) 00	New Pay Rate: \$7.87

☐ 90 Day

☒ Annual

☐ Follow Up

STRENGTHS

Customer Service
Team Player
Understands the importance of Budgeting
PI maintenance

AREAS FOR IMPROVEMENT

Security room organization - Inventory Control
Sense of urgency on Notes

ASSOCIATES COMMENTS/ GOAL SETTINGS

my goals are to improve back stock in Security room
and improve on Flagging and Beam trips. Later
I would like to try a different department.

This is an evaluation of the Associate's Overall Job Performance.

An Associate receiving a Below Expectations evaluation must have received previous performance coaching.

☐ EXCEEDS EXPECTATIONS (5%)
 ☒ MEETS EXPECTATIONS (4%)
 ☐ BELOW EXPECTATIONS (at manager's discretion)

SIGNATURES

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	00
		Date
		00
		Date
	(b) (6), (b) (7)(C)	00
		Date
	(b) (6), (b) (7)(C)	00
		Date

ASSOCIATE'S COMMENDATION FORM

NAME: (b) (6), (b) (7)(C) SS# _____ STORE# 2605
 DATE HIRED: (b) (6), (b) (7)(C) POSITION: (b) (6), (b) (7)(C)

This form is to be used to recognize any action for which an associate should be commended. Please give all the details, including dates.

The above Name will be receiving a 5% merit increase for joining the promotions Committee. He/She must attend all meetings unless authorized by a member of management. He/She is also required to participate in events that are scheduled at least 2 per month. If these requirements are not met the above name will be removed from the Committee and will lose their 5% increase and/or if they decide to go off the Committee.

If a change in position occurs, please fill out the following:

POSITION:	FROM: _____	TO: _____
DEPARTMENT:	FROM: 82	TO: 82
SALARY:	FROM: 7.87	TO: 8.26
STATUS:	FROM: <input checked="" type="checkbox"/> F <input type="checkbox"/> P <input type="checkbox"/> T	TO: <input checked="" type="checkbox"/> F <input type="checkbox"/> P <input type="checkbox"/> T

** F = FULL TIME ** P = PART TIME ** T = TEMPORARY **

ASSOCIATE SIGNATURE (b) (6), (b) (7)(C) DATE: (b) (6), (b) (7)(C) 00
 MANAGER'S APPROVAL (b) (6), (b) (7)(C) DATE: 2002
 EFFECTIVE DATE 2002

COPIES TO ASSOCIATE'S PERSONNEL FILE

(b) (6), (b) (7)(C)

PERFORMANCE APPRAISAL

Name: (b) (6), (b) (7)(C)	Store # 2605	Position: (b) (6), (b) (7)(C)
SS#:		Current Pay Rate: 8.206
Review Period:		Increase Amount: 41
From: (b) (6), (b) (7)(C) 00	To: (b) (6), (b) (7)(C) 01	New Pay Rate: 8.67

☐ 90 Day

☒ Annual

☐ Follow Up

STRENGTHS

orders merchandise when needed,
process and stocks freight,
Takes a sense of urgency with job duties
Stays on top of competition pricing.

AREAS FOR IMPROVEMENT

Completes Swims- monthly on a timely manner.
Make sure saving/hauling stays 100%, look for any missing labels
Make sure area is cleaned/next sweep before leaving. PI accuracy - in stock - based standards

ASSOCIATES COMMENTS/ GOAL SETTINGS

John would like to try another department.

This is an evaluation of the Associate's Overall Job Performance.

An Associate receiving a Below Expectations evaluation must have received previous performance coaching.

☒ EXCEEDS EXPECTATIONS (5%) ☐ MEETS EXPECTATIONS (4%) ☐ BELOW EXPECTATIONS (at manager's discretion)

SIGNATURES

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
		2001
		Date
		(b) (6), (b) (7)(C)
		2001
		Date
		(b) (6), (b) (7)(C)
		01
		Date
Supervision	Print Supervisor's Name	

(b) (6), (b) (7)(C)

Performance Appraisal **Department Manager**

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Customer Service

(b) (6), (b) (7)(C)

Practices 10 Foot Attitude.

Wears appropriate work attire.

Productivity

Maintains proper inventory levels.

Follows budgets for department, including shrink budget.

Ensures Associates are trained on departmental procedures.

Ensures departments are kept neat and clean.

Understands emergency procedures (e.g. accidents, codes).

Obtains basic understanding of the SMART System.

Understands how to use the handheld terminal.

Completes Store Within A Store (SWAS) charts monthly.

Completes price changes on time.

Orders needed merchandise.

Assists management with Stocker's performance reviews, coaching, and commendations.

Follows proper procedures on:

Markups/markdowns.

Signing flagging labels.

Price changes.

Clearance.

Competition pricing.

Follows rack rules.

Sets modular layouts on time.

Completes Correction of Errors in a timely manner.

Maintains/tracks productivity of features.

Displays correct signing.

Ensures risers are neat and stable.

Rotates merchandise.

Empties backstock.

Processes and stocks freight.

Establishes and maintains adequate and accurate inventory levels.

Dependability

Attendance and punctuality is within Company guidelines.

Days Absent: 1 Days Tardy: 0

Training

Current on CBLs Company Goal: 100% Associate Current % 100

PERFORMANCE APPRAISAL

Name: (b) (6), (b) (7)(C)	Store # 2605	Position: (b) (6), (b) (7)(C)
SS#:		Current Pay Rate: 9.10
Review Period:		Increase Amount: 400.36
From: (b) (6), (b) (7)(C) 03	To: (b) (6), (b) (7)(C) 03	New Pay Rate: \$9.40

☐ 90 Day

☒ Annual

☐ Follow Up

STRENGTHS

Great stocker, Good instock, Knowledgeable in (b) (6), (b) (7)(C) area and with the smart system
 Consistent in flagging and signing
 Good At find new places for merchandise and making nice displays

AREAS FOR IMPROVEMENT

Most of your sales come from the weekend you need to be available
 You need to wear proper work attire (vest & badge) for the customers
 More cleaning on the front end (consistently)
 Be more positive at all times be more understanding of other associates
 Follow up on 7,14,30 day schedule

ASSOCIATES COMMENTS/ GOAL SETTINGS

I did not expect anything more, I've come to realize that Dept. 82 is the Black Sheep of the family and I get no respect, and as far as working on weekends Dept. 82 is supposed to have help for the weekends and 1 to 2 days a week not another Dept. 82 manager for chipsticks and sidehicks. But I will keep my chin up. ☺

This is an evaluation of the Associate's Overall Job Performance.

☐ EXCEEDS EXPECTATIONS

☒ MEETS EXPECTATIONS

☐ BELOW EXPECTATIONS

SIGNATURES

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
		03
		Date
	(b) (6), (b) (7)(C)	03
		Date
	(b) (6), (b) (7)(C)	03
		Date
		1/27
		Date
Print Facility Manager's Name		

(b) (6), (b) (7)(C)

Performance Appraisal Department Manager

E X C E L L E N T	M E E T S	B E L O W
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Customer Service

Practices 10 Foot Attitude.
Wears appropriate work attire.

Productivity

Maintains proper inventory levels.
Follows budgets for department, including shrink budget.
Ensures Associates are trained on departmental procedures.
Ensures departments are kept neat and clean.
Understands emergency procedures (e.g. accidents, codes).
Obtains basic understanding of the SMART System.
Understands how to use the handheld terminal.
Completes Store Within A Store (SWAS) charts monthly.
Completes price changes on time.
Orders needed merchandise.
Assists management with Stocker's performance reviews, coaching, and commendations.
Follows proper procedures on:
 Markups/markdowns.
 Signing flagging labels.
 Price changes.
 Clearance.
 Competition pricing.
Follows rack rules.
Sets modular layouts on time.
Completes Correction of Errors in a timely manner.
Maintains/tracks productivity of features.
Displays correct signing.
Ensures risers are neat and stable.
Rotates merchandise.
Empties backstock.
Processes and stocks freight.
Establishes and maintains adequate and accurate inventory levels.

Dependability

Attendance and punctuality is within Company guidelines.
Days Absent: 1 Days Tardy: 0

Training

Current on CBLs Company Goal: 100% Associate Current % 100

(b) (6), (b) (7)(C)

Name: (b) (6), (b) (7)(C)	Store# 2605	Position: (b) (6), (b) (7)(C)
SS#		Current Pay Rate: 14.6
Review Period:		Increase Amount: 38.4
From: (b) (6), (b) (7)(C) 03	To: (b) (6), (b) (7)(C) 04	New Pay Rate: 9.84

☐ 90 Day

☒ Annual

☐ Follow Up

STRENGTHS

(b) (6), (b) (7)(C)

IS Always working in Her Area

(b) (6), (b) (7)(C)

Always Sets (b) (6), (b) (7)(C) mod's By Due Date

(b) (6), (b) (7)(C)

Always willing to come in early to set (b) (6), (b) (7)(C) mod's.

AREAS FOR IMPROVEMENT

Needs to keep (b) (6), (b) (7)(C) Shelves cleaner and more organized
 Would like (b) (6), (b) (7)(C) work a weekend once in a while
 Work on getting overstock lowered
 Dress Code - wear vest more often -
 Respect for individual
 Keep (b) (6), (b) (7)(C) Clip Straps neat, full, and organized

ASSOCIATES COMMENTS / GOAL SETTINGS

No Comments, (b) (6), (b) (7)(C)

☐ EXCEEDS EXPECTATIONS ☒ MEETS EXPECTATIONS ☐ BELOW EXPECTATIONS

SIGNATURES:

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
		104
		104
		104
	Print Facility Manager's Name	Date

(b) (6), (b) (7)(C)

Performance Appraisal **Department Manager**

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Customer Service

Practices 10 Foot Attitude.

Wears appropriate work attire.

Productivity

Maintains proper inventory levels.

Follows budgets for department, including shrink budget.

Ensures Associates are trained on departmental procedures.

Ensures departments are kept neat and clean.

Understands emergency procedures (e.g. accidents, codes).

Obtains basic understanding of the SMART System.

Understands how to use the handheld terminal.

Completes Store Within A Store (SWAS) charts monthly.

Completes price changes on time.

Orders needed merchandise.

Assists management with Stocker's performance reviews, coaching, and commendations.

Follows proper procedures on:

Markups/markdowns.

Signing flagging labels.

Price changes.

Clearance.

Competition pricing.

Follows rack rules.

Sets modular layouts on time.

Completes Correction of Errors in a timely manner.

Maintains/tracks productivity of features.

Displays correct signing.

Ensures risers are neat and stable.

Rotates merchandise.

Empties backstock.

Processes and stocks freight.

Establishes and maintains adequate and accurate inventory levels.

Dependability

Attendance and punctuality is within Company guidelines.

Days Absent: 0 Days Tardy: 0

Training

Current on CBLs Company Goal: 100% Associate Current % 100

(b) (6), (b) (7)(C)

Associate's Recommendation Form

Name: (b) (6), (b) (7)(C)

SSN

Facilitate 2407

Date Recd. 10/24/2004

Position: DEPARTMENT MANAGER

This form is to be used to recognize any action for which Associates deserve. Information is changed.

Pay Increase: (b) (6), (b) (7)(C) new pay structure is 2004.

If a change in pay structure please fill out the following:

Position:	From: DEPARTMENT MANAGER	To: DEPARTMENT MANAGER
Grade:	From: GS	To: GS
Pay Code:	From: 14	To: 14
Pay Rate:	From: 1.00	To: 1.00
Pay Class:	From: 1	To: 1

Associate Signature: (b) (6), (b) (7)(C)

Date: (b) (6), (b) (7)(C)

Facility Manager Signature: (b) (6), (b) (7)(C)

Date: 04/04

If the VNC pay code structure is changed into SMART, the system will automatically **
** load the pay structure of (b) (6), (b) (7)(C) 2004 **

Effective Date: 04/22/2004 retroactive to (b) (6), (b) (7)(C) 2004

Name: (b) (6), (b) (7)(C)	Store# 2605	Position: (b) (6), (b) (7)(C)
SS#		Current Pay Rate: 10.83
Review Period:		Increase Amount: 40
From: 04	To: 05	New Pay Rate: 10.63

☐ 90 Day

☒ Annual

☐ Follow Up

STRENGTHS

(b) (6), (b) (7)(C) is very ambitious and highly spirited.
 (b) (6), (b) (7)(C) Gladly Shares Idea's and Techniques.

AREAS FOR IMPROVEMENT

- Be more consistent on Modular Integrity
- Inventory Levels
- Operations → Not printing Flag on Time and using markers to replace new flags.
- Proper Dress Code - (Vest)
- Better Job ZONEING

ASSOCIATES COMMENTS / GOAL SETTINGS

I plan to maintain proper signing and stay on top of putting out the Sec. Room. I never used a marker on my flags, but I will make sure flags are correct. In the future, I would like to try another area, maybe cosmetics, or jewelry.

☐ EXCEEDS EXPECTATIONS ☒ MEETS EXPECTATIONS ☐ BELOW EXPECTATIONS

SIGNATURES:

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
		Date: 05
		Date: 05
		Date: 05
		Date: 05
Facility Manager's Signature	Print Facility Manager's Name	

(b) (6), (b) (7)(C)

Performance Appraisal Department Manager

E X C E L L E N T	M E E T S	B E L O W
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Customer Service

Practices 10 Foot Attitude.

Wears appropriate work attire. *NEED to wear vest at all times*

Productivity

Maintains proper inventory levels.

Follows budgets for department, including shrink budget. *HIGH SHRINK AREA*

Ensures Associates are trained on departmental procedures.

Ensures departments are kept neat and clean. *(CLEAN SHELVES MORE OFTEN)*

Understands emergency procedures (e.g. accidents, codes).

Obtains basic understanding of the SMART System.

Understands how to use the handheld terminal.

Completes Store Within A Store (SWAS) charts monthly.

Completes price changes on time.

Orders needed merchandise. *XBULL PEN TOO LOW - OUTS*

Assists management with Stocker's performance reviews, coaching, and commendations.

Follows proper procedures on:

Markups/markdowns.

Signing flagging labels.

Price changes.

Clearance.

Competition pricing.

Follows rack rules.

N/A

Sets modular layouts on time.

Completes Correction of Errors in a timely manner.

Maintains/tracks productivity of features.

Displays correct signing. *NO MORE MARKERS, BE ON TIME (XBULL PEN)*

Ensures risers are neat and stable.

N/A

Rotates merchandise.

Empties backstock.

NEED to PURGE MORE OFTEN

Processes and stocks freight.

Establishes and maintains adequate and accurate inventory levels.

TOO LOW (SALE R) BACK RM to much

Dependability

Attendance and punctuality is within Company guidelines.

Days Absent: 0 Days Tardy: 1

Training

Current on CBLs Company Goal: 100% Associate Current % 100

(b) (6), (b) (7)(C)

Name: (b) (6), (b) (7)(C)	Store# 2605	Position: (b) (6), (b) (7)(C)
SS#		Current Pay Rate: 10.65
Review Period:		Increase Amount: 40
From: (b) (6), (b) (7)(C) 05	To: (b) (6), (b) (7)(C) 06	New Pay Rate: 11.05

☐ 90 Day

☒ Annual

☐ Follow Up

STRENGTHS

(b) (6), (b) (7)(C) Has A Good working knowledge of (b) (6), (b) (7)(C) depts. - very willing to help in other AREAS of the Store. - very good to work when is needed. Dependable

AREAS FOR IMPROVEMENT

(b) (6), (b) (7)(C) Needs to prioritize Job task and Complete them Accordingly.
Needs to Focus on Dated Merchandise to Issue No outdated Merch. is on Sales Floor. - Continue to improve on people's inv. Levels

ASSOCIATES COMMENTS / GOAL SETTINGS

NO comments

☐ EXCEEDS EXPECTATIONS ☒ MEETS EXPECTATIONS ☐ BELOW EXPECTATIONS

SIGNATURES:

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) <i>de</i> Date
		(b) (6), (b) (7)(C) <i>de</i> Date
		(b) (6), (b) (7)(C) <i>de</i> Date

(b) (6), (b) (7)(C)

Name: (b) (6), (b) (7)(C)	Store# 2605	Position: (b) (6), (b) (7)(C)
SS#		Current Pay Rate: 11.03
Review Period:		Increase Amount: 60
From: (b) (6), (b) (7)(C) 06	To: (b) (6), (b) (7)(C) 07	New Pay Rate: 11.63

☐ 90 Day

☒ Annual

☐ Follow Up

STRENGTHS

- (b) (6), (b) (7)(C) is good operationally as (b) (6), (b) (7)(C) maintains backroom well and drives sales in (b) (6), (b) (7)(C) department
- (b) (6), (b) (7)(C) is attentive to details of (b) (6), (b) (7)(C) Area (exceptions, etc.)
- Show concern for Area takes pride
- Tracks out on-hands and helps out in other Areas
- is neat & clean when working

AREAS FOR IMPROVEMENT

- Must be more aware of shrink and loss (several small items are easy to lose)
- Needs to maintain aisle eleven and tobacco corral better, be aware of old buydown flags being up past due
- Be a better leader in regard to saying things or venting frustration about other people. Make sure complaints go the right direction

ASSOCIATES COMMENTS / GOAL SETTINGS

NO Comments

☒ EXCEEDS EXPECTATIONS ☐ MEETS EXPECTATIONS ☐ BELOW EXPECTATIONS

SIGNATURES:

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)	Date 07
(b) (6), (b) (7)(C)	Date
(b) (6), (b) (7)(C)	Date 07
(b) (6), (b) (7)(C)	Date 07
Facility Manager's Signature	Print Facility Manager's Name

(b) (6), (b) (7)(C)

Performance Appraisal Department Manager

E X C E E D S	M E E T S	B E L O W
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Customer Service

Practices 10 Foot Attitude.

Wears appropriate work attire.

Productivity

Maintains proper inventory levels.

Follows budgets for department, including shrink budget.

Ensures Associates are trained on departmental procedures.

Ensures departments are kept neat and clean.

Understands emergency procedures (e.g. accidents, codes).

Obtains basic understanding of the SMART System.

Understands how to use the handheld terminal.

Completes Store Within A Store (SWAS) charts monthly.

Completes price changes on time.

Orders needed merchandise.

Assists management with Stocker's performance reviews, coaching, and commendations.

NA

Follows proper procedures on:

Markups/markdowns.

Signing flagging labels.

Price changes.

Clearance.

Competition pricing.

Follows rack rules.

NA

Sets modular layouts on time.

Completes Correction of Errors in a timely manner.

Maintains/tracks productivity of features.

Displays correct signing.

Ensures risers are neat and stable.

NA

Rotates merchandise.

Empties backstock.

Processes and stocks freight.

Establishes and maintains adequate and accurate inventory levels.

Dependability

Attendance and punctuality is within Company guidelines.

Days Absent: 5 Days Tardy: 0

Training

Current on CBLs Company Goal: 100% Associate Current % 100

(b) (6), (b) (7)(C)

Performance Appraisal Department Manager - (b) (6), (b) (7)(C)		EXCEEDS	MEETS	BELOW
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Customer Service		(b) (6), (b) (7)(C)
Practices 10 Foot Attitude.		
Wears appropriate work attire.		
Productivity		
Follows budgets for department, including shrink budget.		
Ensures Associates are trained on departmental procedures.		
Ensures departments are kept neat and clean.		
Understands emergency procedures (e.g. accidents, codes).		
Obtains basic understanding of the SMART System.		
Understands how to use the handheld terminal.		
Completes Store Within A Store (SWAS) charts monthly.		
Completes price changes on time.		
Orders needed merchandise.		
Assists management with Stocker's performance reviews, coachings, and commendations.		
Follows proper procedures on:		
Markups/markdowns.		
Signing flagging labels.		
Price changes.		
Clearance.		
Competition pricing.		
Follows Rack Rules.		
Sets modulars on time.		
Completes Correction of Errors in a timely manner.		
Maintains/tracks productivity of features.		
Displays correct signing.		
Ensures risers are neat and stable.		
Rotates merchandise.		
Empties backstock.		
Processes and stocks freight.		
Establishes and maintains adequate and accurate inventory levels.		
Dependability		
Attendance and punctuality is within Company guidelines.		
Days Absent: <u>0</u> Days Tardy: <u>6</u>		
Training		
Current on CBLs.		
Company Goal: <u>100%</u> Associate Current%: <u>100</u>		

Name: (b) (6), (b) (7)(C)	Store# 2605	Position: (b) (6), (b) (7)(C)
SS#		Current Pay Rate: 11.63
Review Period:		Increase Amount: .60
From: (b) (6), (b) (7)(C) 07	To: (b) (6), (b) (7)(C) 08	New Pay Rate: 12.23

☐ 90 Day

☒ Annual

☐ Follow Up

STRENGTHS

(b) (6), (b) (7)(C) works quickly & efficiently, dealing with freight with little or no help. voluntarily assists other dept mgrs with mods or seasonal freight. Great execution of direction, needs little or no follow up. Active in community involvement.

AREAS FOR IMPROVEMENT

Continue to grow & maintain sales, using SWAS & Top item reports, follow C.I.F.P.

Continue to practice respect for the individual. Monitor clip strips & sidekicks & communicate with dept. mgrs. for assistance with them.

ASSOCIATES COMMENTS / GOAL SETTINGS

I plan to exceed in all areas and as an individual employee. Be positive and be a good example to others.

☒ EXCEEDS EXPECTATIONS ☐ MEETS EXPECTATIONS ☐ BELOW EXPECTATIONS

SIGNATURES:

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 08 Date
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 08 Date

Keyed
(b) (6), (b) (7)(C)

Performance Appraisal		EXCEEDS	MEETS	BELOW
Department Manager - (b) (6), (b) (7)(C)				
Customer Service		(b) (6), (b) (7)(C)		
Practices 10 Foot Attitude.				
Wears appropriate work attire.				
Productivity				
Follows budgets for department, including shrink budget.				
Ensures Associates are trained on departmental procedures.				
Ensures departments are kept neat and clean.				
Understands emergency procedures (e.g. accidents, codes).				
Obtains basic understanding of the SMART System.				
Understands how to use the handheld terminal.				
Completes Store Within A Store (SWAS) charts monthly.				
Completes price changes on time.				
Orders needed merchandise.				
Assists management with Stocker's performance reviews, coachings, and commendations.				
Follows proper procedures on:				
Markups/markdowns.				
Signing flagging labels.				
Price changes.				
Clearance.				
Competition pricing.				
Maintains standards for maintenance, cleanliness, sanitation, and quality assurance as required by assigned area.				
Reacts in a timely and thorough manner to results of Food Safety Audit scores.				
Achieves area "throws" objectives.				
Sets modulars on time.				
Completes Correction of Errors in a timely manner.				
Maintains/tracks productivity of features.				
Displays correct signing.				
Ensures risers are neat and stable.				
Rotates merchandise.				
Empties backstock.				
Processes and stocks freight.				
Establishes and maintains adequate and accurate inventory levels.				
Dependability				
Attendance and punctuality is within Company guidelines.				
Days Absent: <u>0</u>		Days Tardy: <u>0</u>		
Training				
Current on CBLs.				
Company Goal: 100%		Associate Current%: <u>100%</u>		

Name: (b) (6), (b) (7)(C)	Store# 2605	Position: (b) (6), (b) (7)(C)
SS#		Current Pay Rate: 14.03
Review Period:		Increase Amount: 60
From: (b) (6), (b) (7)(C) 08	To: (b) (6), (b) (7)(C) 09	New Pay Rate: 14.63

☐ 90 Day

☒ Annual

☐ Follow Up

STRENGTHS

Strong sense of urgency to complete all tasks, always willing to adjust schedule to accommodate customer flow at registers.
Assists other dept. managers with mods, exceptions.
Excellent communication with mgmt. Team, involved in community involvement.

AREAS FOR IMPROVEMENT

Set example for A.O.S - helping to develop a positive attitude for Total Store -
Continue implementing Jms, Learning & teaching newer associates.
Attend at least 1 Risk Control meeting monthly -

ASSOCIATES COMMENTS / GOAL SETTINGS

my goal this year is to have more input with management and be more positive.

☒ EXCEEDS EXPECTATIONS ☐ MEETS EXPECTATIONS ☐ BELOW EXPECTATIONS

SIGNATURES:

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 09
		Date
		N/A
		(b) (6), (b) (7)(C) 09
		(b) (6), (b) (7)(C) 09
	Print Facility Manager's Name	

(b) (6), (b) (7)(C)

Performance Appraisal Department Manager - (b) (6), (b) (7)(C)	EXCEEDS MEETS BELOW
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Customer Service Practices 10 Foot Attitude. Wears appropriate work attire.	(b) (6), (b) (7)(C)
Productivity Follows budgets for department, including shrink budget. Ensures Associates are trained on departmental procedures. Ensures departments are kept neat and clean. Understands emergency procedures (e.g. accidents, codes). Obtains basic understanding of the SMART System. Understands how to use the handheld terminal. Completes Store Within A Store (SWAS) charts monthly. Completes price changes on time. Orders needed merchandise. Assists management with Stocker's performance reviews, coachings, and commendations. Follows proper procedures on: Markups/markdowns. Signing flagging labels. Price changes. Clearance. Competition pricing. Maintains standards for maintenance, cleanliness, sanitation, and quality assurance as required by assigned area. Reacts in a timely and thorough manner to results of Food Safety Audit scores. Achieves area "throws" objectives. Sets modulars on time. Completes Correction of Errors in a timely manner. Maintains/tracks productivity of features. Displays correct signing. Ensures risers are neat and stable. Rotates merchandise. Empties backstock. Processes and stocks freight. Establishes and maintains adequate and accurate inventory levels.	
Dependability Attendance and punctuality is within Company guidelines. Days Absent: <u>0</u> Days Tardy: <u>0</u>	
Training Current on CBLs. Company Goal: <u>100%</u> Associate Current%: <u>100%</u>	

Associate Information

Associate Name

(b) (6), (b) (7)(C)

Store # 2605

Adaptability: Adapt to Requirements

Adapts to changing demands and business needs. Encourages and embraces change, even when others hesitate. Builds the knowledge and skills to handle challenges and tasks. Sets an example for others when implementing changes (for example, readily carries out improvement efforts, handles change-related issues). Shows support for, commitment to, and trust in changes.

(b) (6), (b) (7)(C)

Comments

Strengths

(b) (6), (b) (7)(C)

has a good understanding of merchandising

(b) (6), (b) (7)(C)

Adapts well to new programs and SOTC structure

(b) (6), (b) (7)(C)

has good ideas about bettering/improving existing programs

Areas of Opportunity

- To learn to develop highly engaged teams to a higher degree

- Be more aware of shrink and loss in

(b) (6), (b) (7)(C)

- Be more involved in SWAG and planning

Overall Performance Rating

(b) (6), (b) (7)(C)

Development

Associate Comments

NO Comments

(b) (6), (b) (7)(C)

Check type of evaluation:

☐

90 Day

☒

Annual

☐

Follow Up

Current Pay Rate:

\$12.83

Increase Amount:

\$0.4

New Pay Rate:

\$13.33

Signatures

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Print Associate Name

(b) (6), (b) (7)(C)

Print Hourly Supervisor Name

(b) (6), (b) (7)(C)

Print

(b) (6), (b) (7)(C)

Print Store/Co Manager Name

(b) (6), (b) (7)(C)

Date

Date

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Date

Keyed
by
Management
No Attach.
+ track.

Performance Evaluation

Department Manager



Associate Information

Associate Name	(b) (6), (b) (7)(C)	Store #	2605
Social Security # (Last 4 Digits)		Review Period	
Supervisor	(b) (6), (b) (7)(C)	From:	To:

Company Beliefs and Values (Daily application and understanding of Wal-Mart's 3 Basic Beliefs are reflected throughout the evaluation.)

Respect for the Individual:	Servant Leadership, Open Door, Accountability, Open Communications, People Development, Trust, Humility, Caring, Team Work, Empowerment, Confidentiality, Listening, Diversity
Service to Our Customer:	Friendly Atmosphere, Pleasant Shopping Experience, EDLP, Aggressive Hospitality, Sundown Rule, Satisfaction Guaranteed, Sense of Urgency, 10-ft. Rule, Community Minded, Quality Always!
Strive for Excellence:	Continuous Improvement, Dissatisfaction with the Status Quo, Results Oriented, Integrity Always!, Competitive Spirit, Sustainability, Failure Allowance, Risk-Taking Encouraged, Expense Control, Change Agents, Compliance with Laws

Rating Scale

Role Model - Consistently demonstrates performance that sets the standard of excellence and exceeds the job requirements.

Exceeds Expectations - Demonstrates performance that exceeds some of the requirements of the job, but does not fully meet the standard of excellence.

Solid Performer - Consistently demonstrates performance that meets the job requirements.

Development Needed - Demonstrates performance that requires improvement or does not fully meet the requirements of the job.

Below Expectations - Demonstrates performance that clearly does not meet the job requirements.

Competencies

Be sure to access the WIRE for this position's most current Competency Reference Document. The below competency definitions are the "Solid Performer" evaluation standard. The Competency Reference Document provides additional details on all five performance levels.



Leads Inventory Operations

Helps Associates understand and apply safe and correct ways to handle, move, and display goods, and does the same in own work. Carries out the inventory process to help improve replenishment and receiving and to reduce shrinkage. Identifies poor inventory practices and low in-stock levels in assigned area, and reports them with ideas for corrective action. Demonstrates and helps others with the safe and proper use and maintenance of inventory tools and equipment.

(b) (6), (b) (7)(C)

Enhance Experience in the Store

Supports the Store of the Community merchandising concept and suggests merchandise to Management that meets the needs of local Customers. Plans for Customer service and sales based on events outside the Store (for example, weather, gas prices, local events). Stays current on competitors' prices, products, and displays to suggest to Management ways to improve the Store. Recommends ways to provide a convenient, safe, and pleasant shopping experience for Customers. Shows Associates how to address Customer, merchandise, and Store issues.

Leads Merchandising Operations

Proactively identifies Customers who need help and provides accurate information on products and services. Models and helps others with how to identify and meet Customer needs in a timely manner. Identifies problems with products, services, and work areas, and takes steps to fix the problem. Helps others with safe and proper use and maintenance of equipment and supplies, and does the same in own work.

Judgment: Make Informed Choices

Makes timely and effective decisions, even when the information is not clear. Identifies and uses policies, procedures, and guides to make the right choices. Uses resources, data, tools, and facts to set priorities and make informed decisions. Identifies what might be a problem and corrects it or clearly describes it to those who can correct it.

Customer Centered: Satisfy the Customer

Uses information and feedback to determine Associate and Customer expectations. Works with others to exceed Associate and Customer expectations. Seeks out ways to improve Associate and Customer service. Teaches others how to find and use resources to respond to Associate and Customer requests.

Planning and Improvement: Plan for and Improve Team Performance

Plans work based on business priorities and explains to others what is needed to get work done. Identifies and oversees the tasks needed to reach goals. Looks for and suggests ways to improve performance and results.

Influence and Communicate: Communicate and Promote Commitment

Gives the information needed to gain support for ideas or plans. Builds trusting relationships and works with others to reach goals. Shares clear priorities and work practices with others. Prepares written work that is accurate and complete. Communicates in a respectful and professional manner.

Talent: Provide Information and Feedback

Associate Information

Associate Name (b) (6), (b) (7)(C)

Store # 2605

Guides and teaches Associates on how to perform their work. Assigns tasks to Associates and provides the tools they need to carry them out. Gives clear, constructive feedback on performance to Associates and leaders. Recognizes Associates for their positive contributions. Shows concern for Associates and is available to meet with them. Looks for and follows up on developmental opportunities.

(b) (6), (b) (7)(C)

Performance Evaluation

Department Manager



Associate Information

Associate Name	(b) (6), (b) (7)(C)	Store #	2605
Social Security # (Last 4 Digits)			
Supervisor	(b) (6), (b) (7)(C)	From:	To:

Company Beliefs and Values *(Daily application and understanding of Wal-Mart's 3 Basic Beliefs are reflected throughout the evaluation.)*

Respect for the Individual:	Servant Leadership, Open Door, Accountability, Open Communications, People Development, Trust, Humility, Caring, Team Work, Empowerment, Confidentiality, Listening, Diversity
Service to Our Customer:	Friendly Atmosphere, Pleasant Shopping Experience, EDLP, Aggressive Hospitality, Sundown Rule, Satisfaction Guaranteed, Sense of Urgency, 10-ft. Rule, Community Minded, Quality Always!
Strive for Excellence:	Continuous Improvement, Dissatisfaction with the Status Quo, Results Oriented, Integrity Always!, Competitive Spirit, Sustainability, Failure Allowance, Risk-Taking Encouraged, Expense Control, Change Agents, Compliance with Laws

Rating Scale

Role Model - Consistently demonstrates performance that sets the standard of excellence and exceeds the job requirements.

Exceeds Expectations - Demonstrates performance that exceeds some of the requirements of the job, but does not fully meet the standard of excellence.

Solid Performer - Consistently demonstrates performance that meets the job requirements.

Development Needed - Demonstrates performance that requires improvement or does not fully meet the requirements of the job.

Below Expectations - Demonstrates performance that clearly does not meet the job requirements.

Competencies

Be sure to access the WIRE for this position's most current Competency Reference Document.
The below competency definitions are the "Solid Performer" evaluation standard. The Competency Reference Document provides additional details on all five performance levels.

Last Review Date: _____ Reviewing Competency: (b) (6), (b) (7)(C) 2009

Leads Inventory Operations

Helps Associates understand and apply safe and correct ways to handle, move, and display goods, and does the same in own work. Carries out the inventory process to help improve replenishment and receiving and to reduce shrinkage. Identifies poor inventory practices and low in-stock levels in assigned area, and reports them with ideas for corrective action. Demonstrates and helps others with the safe and proper use and maintenance of inventory tools and equipment.

(b) (6), (b) (7)(C)

Enhance Experience in the Store

Supports the Store of the Community merchandising concept and suggests merchandise to Management that meets the needs of local Customers. Plans for Customer service and sales based on events outside the Store (for example, weather, gas prices, local events). Stays current on competitors' prices, products, and displays to suggest to Management ways to improve the Store. Recommends ways to provide a convenient, safe, and pleasant shopping experience for Customers. Shows Associates how to address Customer, merchandise, and Store issues.

Leads Merchandising Operations

Proactively identifies Customers who need help and provides accurate information on products and services. Models and helps others with how to identify and meet Customer needs in a timely manner. Identifies problems with products, services, and work areas, and takes steps to fix the problem. Helps others with safe and proper use and maintenance of equipment and supplies, and does the same in own work.

Judgment: Make Informed Choices

Makes timely and effective decisions, even when the information is not clear. Identifies and uses policies, procedures, and guides to make the right choices. Uses resources, data, tools, and facts to set priorities and make informed decisions. Identifies what might be a problem and corrects it or clearly describes it to those who can correct it.

Customer Centered: Satisfy the Customer

Uses information and feedback to determine Associate and Customer expectations. Works with others to exceed Associate and Customer expectations. Seeks out ways to improve Associate and Customer service. Teaches others how to find and use resources to respond to Associate and Customer requests.

Planning and Improvement: Plan for and Improve Team Performance

Plans work based on business priorities and explains to others what is needed to get work done. Identifies and oversees the tasks needed to reach goals. Looks for and suggests ways to improve performance and results.

Influence and Communicate: Communicate and Promote Commitment

Gives the information needed to gain support for ideas or plans. Builds trusting relationships and works with others to reach goals. Shares clear priorities and work practices with others. Prepares written work that is accurate and complete. Communicates in a respectful and professional manner.

Talent: Provide Information and Feedback

Guides and teaches Associates on how to perform their work. Assigns tasks to Associates and provides the tools they need to carry them out. Gives clear, constructive feedback on performance to Associates and leaders. Recognizes Associates for their positive contributions. Shows concern for Associates and is available to meet with them. Looks for and follows up on developmental opportunities.

Associate Information

Associate Name

Nokey Foster

Store #

2605

Adaptability: Adapt to Requirements

Adapts to changing demands and business needs. Encourages and embraces change, even when others hesitate. Builds the knowledge and skills to handle challenges and tasks. Sets an example for others when implementing changes (for example, readily carries out improvement efforts, handles change-related issues). Shows support for, commitment to, and trust in changes.

(b) (6), (b) (7)(C)

Comments**Strengths**

- (b) (6), (b) (7)(C) provides outstanding Customer Service and customers trust her judgement
- (b) (6), (b) (7)(C) is very knowledgeable of the Department and products thereof
- (b) (6), (b) (7)(C) is excellent with fellow Associates and has impact with respect to individual

Areas of Opportunity

- (b) (6), (b) (7)(C) repetitively to change needs to improve.
- (b) (6), (b) (7)(C) should take A Stronger Role in planning and communicating transition, and oversee All conversions from beginning to end.
- (b) (6), (b) (7)(C) needs to follow SOTC Routine and stay focused on what the priority is, and the completion of these priorities

Overall Performance Rating

(b) (6), (b) (7)(C)

Development**Associate Comments**

No Comment,

(b) (6), (b) (7)(C)

Check type of evaluation:

☐ 90 Day☒ Annual☐ Follow Up

Current Pay Rate: 13.33

Increase Amount: 40¢

New Pay Rate: 13.73

Signatures

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

Print Store/Co Manager Name

(b) (6), (b) (7)(C)

Performance Evaluation



Department Manager

Associate Information

Associate Name	(b) (6), (b) (7)(C)	Store #	2605
Social Security # (Last 4 Digits)		Review Period	
Supervisor	(b) (6), (b) (7)(C)	From:	To:

Company Beliefs and Values (Daily application and understanding of Wal-Mart's 3 Basic Beliefs are reflected throughout the evaluation.)

Respect for the Individual:	Servant Leadership, Open Door, Accountability, Open Communications, People Development, Trust, Humility, Caring, Team Work, Empowerment, Confidentiality, Listening, Diversity
Service to Our Customer:	Friendly Atmosphere, Pleasant Shopping Experience, EDLP, Aggressive Hospitality, Sundown Rule, Satisfaction Guaranteed, Sense of Urgency, 10-ft. Rule, Community Minded, Quality Always!
Strive for Excellence:	Continuous Improvement, Dissatisfaction with the Status Quo, Results Oriented, Integrity Always!, Competitive Spirit, Sustainability, Failure Allowance, Risk-Taking Encouraged, Expense Control, Change Agents, Compliance with Laws

Rating Scale

Role Model - Consistently demonstrates performance that sets the standard of excellence and exceeds the job requirements.

Exceeds Expectations - Demonstrates performance that exceeds some of the requirements of the job, but does not fully meet the standard of excellence.

Solid Performer - Consistently demonstrates performance that meets the job requirements.

Development Needed - Demonstrates performance that requires improvement or does not fully meet the requirements of the job.

Below Expectations - Demonstrates performance that clearly does not meet the job requirements.

Competencies

Be sure to access the WIRE for this position's most current Competency Reference Document. The below competency definitions are the "Solid Performer" evaluation standard. The Competency Reference Document provides additional details on all five performance levels.

Leads Inventory Operations

Helps Associates understand and apply safe and correct ways to handle, move, and display goods, and does the same in own work. Carries out the inventory process to help improve replenishment and receiving and to reduce shrinkage. Identifies poor inventory practices and low in-stock levels in assigned area, and reports them with ideas for corrective action. Demonstrates and helps others with the safe and proper use and maintenance of inventory tools and equipment.

Enhance Experience in the Store

Supports the Store of the Community merchandising concept and suggests merchandise to Management that meets the needs of local Customers. Plans for Customer service and sales based on events outside the Store (for example, weather, gas prices, local events). Stays current on competitors' prices, products, and displays to suggest to Management ways to improve the Store. Recommends ways to provide a convenient, safe, and pleasant shopping experience for Customers. Shows Associates how to address Customer, merchandise, and Store issues.

Leads Merchandising Operations

Proactively identifies Customers who need help and provides accurate information on products and services. Models and helps others with how to identify and meet Customer needs in a timely manner. Identifies problems with products, services, and work areas, and takes steps to fix the problem. Helps others with safe and proper use and maintenance of equipment and supplies, and does the same in own work.

Judgment: Make Informed Choices

Makes timely and effective decisions, even when the information is not clear. Identifies and uses policies, procedures, and guides to make the right choices. Uses resources, data, tools, and facts to set priorities and make informed decisions. Identifies what might be a problem and corrects it or clearly describes it to those who can correct it.

Customer Centered: Satisfy the Customer

Uses information and feedback to determine Associate and Customer expectations. Works with others to exceed Associate and Customer expectations. Seeks out ways to improve Associate and Customer service. Teaches others how to find and use resources to respond to Associate and Customer requests.

Planning and Improvement: Plan for and improve Team Performance

Plans work based on business priorities and explains to others what is needed to get work done. Identifies and oversees the tasks needed to reach goals. Looks for and suggests ways to improve performance and results.

Influence and Communicate: Communicate and Promote Commitment

Gives the information needed to gain support for ideas or plans. Builds trusting relationships and works with others to reach goals. Shares clear priorities and work practices with others. Prepares written work that is accurate and complete. Communicates in a respectful and professional manner.

Talent: Provide Information and Feedback

Guides and teaches Associates on how to perform their work. Assigns tasks to Associates and provides the tools they need to carry them out. Gives clear, constructive feedback on performance to Associates and leaders. Recognizes Associates for their positive contributions. Shows concern for Associates and is available to meet with them. Looks for and follows up on developmental opportunities.

Associate Information

Associate Name

Nokie Fos

Store #

2605

Adaptability: Adapt to Requirements

Adapts to changing demands and business needs. Encourages and embraces change, even when others hesitate. Builds the knowledge and skills to handle challenges and tasks. Sets an example for others when implementing changes (for example, readily carries out improvement efforts, handles change-related issues). Shows support for, commitment to, and trust in changes.

(b) (6), (b) (7)(C)

Comments

We need properly staffed so it can perform my job properly (b) (6), (b) (7)(C) 2012

Strengths

(b) (6), (b) (7)(C) does a great job teaching the associates in (b) (6), (b) (7)(C) areas correct ways to order, fix inventory levels, and deal with customer issues. (b) (6), (b) (7)(C) helps to provide a clean, safe working area for associates and customers. (b) (6), (b) (7)(C) communicates and brings issues to supervisors who can fix the issues and get results. (b) (6), (b) (7)(C) is always looking for ways to improve customer service. (b) (6), (b) (7)(C) shares clear direction with (b) (6), (b) (7)(C) associates to reach goals and recognizes associates for their positive contributions, while providing them with constructive feedback. (b) (6), (b) (7)(C) is a very dependable, knowledgeable, and hardworking associate.

Areas of Opportunity

(b) (6), (b) (7)(C) needs to be more receptive to change and lead by example with a positive attitude. When voicing opinions utilize the open door with supervisors during open door meetings and not in a community atmosphere. (b) (6), (b) (7)(C) needs to stay on (b) (6), (b) (7)(C) routine and prioritize notes with the help of (b) (6), (b) (7)(C) ZMS. (b) (6), (b) (7)(C) must identify poor inventory practices and correct the situations in a timely manner. (b) (6), (b) (7)(C) needs to plan work based on business priorities and show the support and commitment to trust in the company changes.

Overall Performance Rating

(b) (6), (b) (7)(C)

Development

Associate Comments

We need properly staffed in order to perform my job properly (b) (6), (b) (7)(C) 2012

Check type of evaluation:

☐ 90 Day

☒ Annual

☐ Follow Up

Current Pay Rate: 13.73

Increase Amount: 4.41

New Pay Rate: 14.13

Signatures

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Print Associate Name

(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

Print Hourly Supervisor Name

Date

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) 2012

(b) (6), (b) (7)(C)

Print Store/CO Manager Name

(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

Associate Information			
Associate Name	(b) (6), (b) (7)(C)	Store #	2605
WIN #	(b) (6), (b) (7)(C)	Review period	
Supervisor	(b) (6), (b) (7)(C)	From: (b) (6), (b) (7) 2012	To: (b) (6), (b) (7) 2013
Company Beliefs and Values <i>(Daily application and understanding of Walmart's 3 Basic Beliefs are reflected throughout the evaluation.)</i>			
Respect for the Individual	Servant Leadership, Open Door, Accountability, Open Communications, People Development, Trust, Humility, Caring, Team Work, Empowerment, Confidentiality, Listening, Diversity		
Service to Our Customer	Friendly Atmosphere, Pleasant Shopping Experience, EDLP, Aggressive Hospitality, Sundown Rule, Satisfaction Guaranteed, Sense of Urgency, 10-ft. Rule, Community Minded, Quality Always!		
Strive for Excellence	Continuous Improvement, Dissatisfaction with the Status Quo, Results Oriented, Integrity Always!, Competitive Spirit, Sustainability, Failure Allowance, Risk-Taking Encouraged, Expense Control, Change Agents, Compliance with Laws		
Rating Scale			
Role Model - Consistently demonstrates performance that sets the standard of excellence and exceeds the job requirements.			
Exceeds Expectations - Demonstrates performance that exceeds some of the requirements of the job, but does not fully meet the standard of excellence.			
Solid Performer - Consistently demonstrates performance that meets the job requirements.			
Development Needed - Demonstrates performance that requires improvement or does not fully meet the requirements of the job.			
Below Expectations - Demonstrates performance that clearly does not meet the job requirements.			
Competencies			
Be sure to access the WIRE for this position's most current Competency Reference Document. The below competency definitions are the "Solid Performer" evaluation standard. The Competency Reference Document provides additional details on all five performance levels.			Enter "Last Revised" date from bottom left of the Competency Reference Document. (b) (6), (b) (7)(C) 2009
Leads Inventory Operations			RATING
Helps Associates understand and apply safe and correct ways to handle, move, and display goods, and does the same in own work. Carries out the inventory process to help improve replenishment and receiving and to reduce shrinkage. Identifies poor inventory practices and low in-stock levels in assigned area, and reports them with ideas for corrective action. Demonstrates and helps others with the safe and proper use and maintenance of inventory tools and equipment.			(b) (6), (b) (7)(C)
Enhance Experience in the Store			
Supports the Store of the Community merchandising concept and suggests merchandise to Management that meets the needs of local Customers. Plans for Customer service and sales based on events outside the Store (for example, weather, gas prices, local events). Stays current on competitors' prices, products, and displays to suggest to Management ways to improve the Store. Recommends ways to provide a convenient, safe, and pleasant shopping experience for Customers. Shows Associates how to address Customer, merchandise, and Store issues.			
Leads Merchandising Operations			
Proactively identifies Customers who need help and provides accurate information on products and services. Models and helps others with how to identify and meet Customer needs in a timely manner. Identifies problems with products, services, and work areas, and takes steps to fix the problem. Helps others with safe and proper use and maintenance of equipment and supplies, and does the same in own work.			
Judgment: Make Informed Choices			
Makes timely and effective decisions, even when the information is not clear. Identifies and uses policies, procedures, and guides to make the right choices. Uses resources, data, tools, and facts to set priorities and make informed decisions. Identifies what might be a problem and corrects it or clearly describes it to those who can correct it.			
Customer Centered: Satisfy the Customer			
Uses information and feedback to determine Associate and Customer expectations. Works with others to exceed Associate and Customer expectations. Seeks out ways to improve Associate and Customer service. Teaches others how to find and use resources to respond to Associate and Customer requests.			
Planning and Improvement: Plan for and Improve Team Performance			
Plans work based on business priorities and explains to others what is needed to get work done. Identifies and oversees the tasks needed to reach goals. Looks for and suggests ways to improve performance and results.			
Influence and Communicate: Communicate and Promote Commitment			
Gives the information needed to gain support for ideas or plans. Builds trusting relationships and works with others to reach goals. Shares clear priorities and work practices with others. Prepares written work that is accurate and complete. Communicates in a respectful and professional manner.			

Talent: Provide Information and Feedback

Guides and teaches Associates on how to perform their work. Assigns tasks to Associates and provides the tools they need to carry them out. Gives clear, constructive feedback on performance to Associates and leaders. Recognizes Associates for their positive contributions. Shows concern for Associates and is available to meet with them. Looks for and follows up on developmental opportunities.

Adaptability: Adapt to Requirements

Adapts to changing demands and business needs. Encourages and embraces change, even when others hesitate. Builds the knowledge and skills to handle challenges and tasks. Sets an example for others when implementing changes (for example, readily carries out improvement efforts, handles change-related issues). Shows support for, commitment to, and trust in changes.

(b) (6), (b) (7)(C)

Comments

Strengths

(b) (6), (b) (7) understands routine processes and seasonal expectations. (b) (6), (b) (7)(C) uses her experience to prioritize tasks from given information. (b) (6), (b) (7) communicates needed information to (b) (6), (b) (7) supervisor in a timely manner. (b) (6), (b) (7)(C) helps in the training process with new associates in (b) (6), (b) (7) area. (b) (6), (b) (7) shows pride in (b) (6), (b) (7) work and completes tasks with a sense of urgency.

Areas of Opportunity

(b) (6), (b) (7) needs to continue meeting expectations with regards to respect for the individual. (b) (6), (b) (7)(C) needs to work with (b) (6), (b) (7) supervisors to quickly understand and embrace changes in the work place and the benefits the change can bring. This includes communicating to (b) (6), (b) (7) associates the importance of processes and how they affect store goals.

Overall Performance Rating

(b) (6), (b) (7)(C)

Development

(b) (6), (b) (7) will show respect for the individual at all times.

Associate comments

no comment

Check type of evaluation: ☐ 90 Day ☒ Annual ☐ Follow Up

Current Pay Rate: 14.13

Increase Amount: 0.40

New Pay Rate: \$14.53

Signatures

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Print Associate Name

(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Print Hourly Supervisor Name

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Date

Date

(b) (6), (b) (7)(C)

Store/Co Manager Signature

(b) (6), (b) (7)(C)

Print Store/Co Manager Name

(b) (6), (b) (7)(C)

13

Date

Associate's Compensation Form

Name: (b) (6), (b) (7)(C) SS# Facility# 2605
 Date Hired: (b) (6), (b) (7)(C) WIN: (b) (6), (b) (7)(C)

This form is to be used to recognize any action for which Associates personnel information is changed.

 ‡ Pay increase due to a change in facility start rate, market, seasonal premium, ‡
 ‡ overnight differential, or change in PPG level of current position ‡
 ‡ (if base rate below the minimum or above the max of new PPG) ‡
 ‡ ‡
 ‡ Actions: Increase from Start Rate change: \$ 0.00 ‡
 ‡ Increase from Market Premium change: \$ 0.00 ‡
 ‡ Increase from Seasonal Premium change: \$ 0.00 ‡
 ‡ Increase from Overnight Differential change: \$ 0.00 ‡
 ‡ PPG Change: \$ 0.00 ‡
 ‡ ‡
 ‡ Total Change Amount: \$ 0.00 ‡
 ‡ ‡
 ‡ All future actions with an effective date of 04/25/2012 or after that ‡
 ‡ effect your compensation will be adjusted appropriately to reflect ‡
 ‡ the above changes. ‡
 ‡ ‡
 ‡ Please note that Market/Seasonal Differential and/or Overnight Differential ‡
 ‡ are a temporary increase in hourly pay and are not guaranteed to stay with ‡
 ‡ me throughout my employment. I acknowledge that if I transfer to a position ‡
 ‡ or facility that is not eligible for these adjustments, I will not retain ‡
 ‡ the Market Differential or Overnight Differential. I also understand that ‡
 ‡ the Market Differential and Overnight Differential amounts are subject to ‡
 ‡ change up or down for a location in accordance with the Field Hourly Pay ‡
 ‡ Plan Administration. ‡
 ‡ ‡

If a change in pay class occurs please fill out the following:

Department:	From: (b) (6)	To: (b) (6)
Job Code:	From: 101	To: 101
Base Rate:	From: 14.13	To: 14.13
Overnight Diff:	From: 0	To: 0
Market Diff:	From: 0	To: 0
Seasonal Diff:	From: 0	To: 0
Hourly Rate:	From: 14.13	To: 14.13
PPG:	From: 6	To: 6

I acknowledge that I have reviewed the new job description and duties

Associate Signature

Facility Manager
 Signature:

Effective Date: (b) (6)

Date: (b) (6), (b) (7)(C)

Date: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Associate Information			
Associate Name	(b) (6), (b) (7)(C)	Store #	2605
WIN #	(b) (6), (b) (7)(C)	Review period	
Supervisor	(b) (6), (b) (7)(C)	From: (b) (6), (b) (7)(C) 2013	To: (b) (6), (b) (7)(C) 2014
Company Beliefs and Values (Daily application and understanding of Walmart's 3 Basic Beliefs are reflected throughout the evaluation.)			
Respect for the Individual	Servant Leadership, Open Door, Accountability, Open Communications, People Development, Trust, Humility, Caring, Team Work, Empowerment, Confidentiality, Listening, Diversity		
Service to Our Customer	Friendly Atmosphere, Pleasant Shopping Experience, EDLP, Aggressive Hospitality, Sundown Rule, Satisfaction Guaranteed, Sense of Urgency, 10-ft. Rule, Community Minded, Quality Always!		
Strive for Excellence	Continuous Improvement, Dissatisfaction with the Status Quo, Results Oriented, Integrity Always!, Competitive Spirit, Sustainability, Failure Allowance, Risk-Taking Encouraged, Expense Control, Change Agents, Compliance with Laws		
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Supports the Store of the Community merchandising concept and suggests merchandise to Management that meets the needs of local Customers. Plans for Customer service and sales based on events outside the Store (for example, weather, gas prices, local events). Stays current on competitors' prices, products, and displays to suggest to Management ways to improve the Store. Recommends ways to provide a convenient, safe, and pleasant shopping experience for Customers. Shows Associates how to address Customer, merchandise, and Store issues.			
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Proactively identifies Customers who need help and provides accurate information on products and services. Models and helps others with how to identify and meet Customer needs in a timely manner. Identifies problems with products, services, and work areas, and takes steps to fix the problem. Helps others with safe and proper use and maintenance of equipment and supplies, and does the same in own work.			
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RA3 INC
(b) (6), (b) (7)(C)

Comments

(b) (6), (b) (7) is a knowledgeable associate that takes pride in (b) (6), (b) (7) work. (b) (6), (b) (7) communicates well with (b) (6), (b) (7) associates and is available to help with questions or concerns. (b) (6), (b) (7) executes given notes while considering routine tasks that need completion. (b) (6), (b) (7) needs to work with (b) (6), (b) (7) supervisors to ensure (b) (6), (b) (7) priorities align with the stores during note execution.

Strengths

(b) (6), (b) (7) has a solid understanding of routine processes and seasonal expectations. (b) (6), (b) (7) communicates needed information to (b) (6), (b) (7) supervisors in a timely manner. (b) (6), (b) (7) gives clear direction to (b) (6), (b) (7) associates to ensure task completion and recognizes associates for their positive efforts. (b) (6), (b) (7) is dependable, knowledgeable, and works with a sense of urgency to complete given tasks. (b) (6), (b) (7) helps with the training of new associates in (b) (6), (b) (7) area.

Areas of Opportunity

(b) (6), (b) (7) needs to consistently meet expectations with regard to showing respect for the individual. (b) (6), (b) (7) needs to utilize the open door process when voicing (b) (6), (b) (7) concerns or opinions instead of work or break areas. (b) (6), (b) (7) needs to consistently execute (b) (6), (b) (7) routine to improve sidecounter and feature instock and pricing.

Overall Performance Rating

(b) (6), (b) (7)(C)

Development

(b) (6), (b) (7) will consistently show respect for the individual. (b) (6), (b) (7)(C) will work with her supervisors to consistently execute (b) (6), (b) (7) routine to meet instock expectations.

Associate comments

no comments

Check type of evaluation: ☐ 90 Day ☒ Annual ☐ Follow Up

Current Pay Rate: 14.53

Increase Amount: 0.40

New Pay Rate: \$14.93

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Hourly Supervisor Signature

(b) (6), (b) (7)(C)

Next Level Supervisor Signature

(b) (6), (b) (7)(C)

Print Associate

(b) (6), (b) (7)(C)

Print Hourly Supervisor Name

(b) (6), (b) (7)(C)

Print Next Level Supervisor Name

(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

Store/CO Manager Signature

(b) (6), (b) (7)(C)

Print Store/CO Manager Name

(b) (6), (b) (7)(C)

1/16
Date

ATTACHMENT/EXHIBIT TO POSITION
STATEMENT WITHHELD PURSUANT TO
EXEMPTIONS 6 and 7(C)

zone manager training plan

Associate:

(b) (6), (b) (7)(C)

Sponsor: _____

Level 2**14 Days**

Modules:

96 Sexual Harassment - Hourly100 Inappropriate Behavior✓ Alcohol Management (TAM) (Supercenter Only Dept. 2/46, 5, 9, 16)*On the Job Training (OJT)*✓ Become familiar with the types of alcohol sold in your store✓ Become familiar with how to ask for I.D.✓ Learn your state, county and city hours for selling alcohol

Modules:

100 Food Handling Basics100 Personal Protective Equipment97 Safe Electrical Work Practices90 General Equipment83 Power Equipment83 Power Industrial Equipment*On the Job Training (OJT)*✓ Observe the use and operation of general equipment including the safety box cutter, two-wheeler, four-wheeler and the pallet jack✓ Observe the use and operation of power equipment including the Baler and the Trash Compactor**NOTE:**

You must be 18 years or older to operate the baler

✓ Review power industrial equipment with a licensed operator✓ Complete the Performance Evaluation for powered industrial trucks**Level 3****21 Days**

Modules:

100 Zone Defense*On the Job Training (OJT)*

☒ Review the following policies:

- Department Class (GI-04)
- Size/Sales Class (GI-05)
- Division Numbers (GI-06)
- Security Marking Tape (LP-04)

☒ Practice zone defense in one department

☒ Learn how to use the P.A. system in your store

Modules:

87 Stockroom Maintenance

95 P.I. Overview

On the Job Training (OJT)

☒ Tour the stockroom

☒ Learn department numbers

☒ Review the following policies:

- Stockroom Management (OP-19)
- Merchandise Test Scanning (M2-09)
- Distribution Labeling System (D1-01)

☒ Review the following sections in the *Merchandise Systems Guide (MSG)*:

- Perpetual Inventory - Section 1100
- Ordering Merchandise - Section 1200
- VPI/Feature Tracking - Section 1300

☒ Become familiar with the Be a Merchant (BAM) system on the handheld terminal

☒ Learn to process NOF's from the register using BAM

☒ Review the CSC Exception Report and work all exceptions for your area

☒ Learn to work your PI exceptions using BAM

Modules:

80 Assembly POS Replenishment

☒ McLane (Only for Zone 921, 923, 928, and 929)

On the Job Training (OJT)

☒ Review the following policies:

- POS Replenishment (M1-04)
- Distribution Center/Warehouse Replenishment (M1-03)
- Seasonal Merchandising (M1-06)

☒ Observe and work with another Zone Manager on ordering for the entire week

Modules:

91 SMART System Overview

On the Job Training (OJT)

- ☒ Practice the basic functions of the SMART System
- ☒ Perform an Item Inquiry using the UPC and Item number
- ☒ Perform an Item Inquiry using the Vendor number

Modules:

- 93 Pricing Equipment
- 80 Ticketing

On the Job Training (OJT)

- ☒ Review the following policies:
 - Pricing Guidelines (M2-01)
 - Price Removal Program (M2-04)
 - Ticketing (M2-03)
 - Senso Labels (M2-02)
- ☒ Practice the basic functions of the hand-held terminal
- ☒ Load a Garvey gun with green senso labels and price merchandise
- ☒ Load a Portable Printer with shelf labels and print a shelf label
- ☒ Create a clearance senso label
- ☒ Load the Laser Printer with sidecounter flags and print flags

Modules:

- 95 Price Change Overview
- 90 Working Price Changes

On the Job Training (OJT)

- ☒ Review the following policies:
 - Markdown Clearance (M2-05)
 - Competitive Price Checking (OP-13)
 - Price Check Confrontation (Legal-02)
- ☒ Review the following section in the *Merchandise Systems Guide (MSG)*:
 - Price Changes - Sections 705 - 710
 - Maintaining Competition and Clearance - Section 801
 - MU/MD Procedures - Section 600
- ☒ Complete the Price Change Tutorial
- ☒ Work with another Zone Manager on price changes

Modules:

- 87 Sending an MTR

On the Job Training (OJT)

- ☒ Review the Merchandise Transfer Report Policy (A4-01)
- ☒ Observe and complete an MTR

Modules:

87 Modulars/Fixtures*On the Job Training (OJT)*✓ Review the following section in the *Merchandise Systems Guide (MSG)*:

- Modulars - Section 1000

✓ Print a modular floorplan drawing, section drawings and labels using the Laser Printer✓ Reset a 4 foot modular section with shelves✓ Reset a 4 foot modular section using pegs

Modules:

100 Stocking General*On the Job Training (OJT)*✓ Work with another Zone Manager to stock and put up overstocks✓ Review the following policy (**Only for Dept. 5 Associates**):

- Music Department Guidelines (M1-09)

✓ Review the following policies (**Only for Dept. 9 Associates**):

- Sale of Firearms (LP-16)
- Possession of Firearms (LP-01)

✓ Review the Risk Management policies that apply to your state regarding the sale of paint, glue and volatile chemicals (**Only if applicable**):✓ Review the following policies (**Only for Dept. 19 Associates**):

- Fabric Price Marking (M2-07)
- Fabric Sales Slip (M2-08)
- Fabric Care Labeling (M1-11)

Modules:

✓ Apparel Processing (**only for Softline Associates**)*On the Job Training (OJT)*✓ Tour softlines (**Only for Softlines Associates**)✓ Learn the hanger chart (**Only for Softlines Associates**)✓ Learn rack rules and types of racks (**Only for Softlines Associates**)✓ Review the following policies (**Only for Softlines Associates**):

- Split Ticket Control (M1-07)
- Defective Apparel Merchandise (M2-10)

✓ Review the following policies (**Only for Checkout/Sidekick Associates**):

- Checkout Program (M3-01)
- Sidekick Program (M3-07)

Modules:

87 Feature Presentation*On the Job Training (OJT)*✓ Make signing for a sidecounter using the Laser Printer✓ Make a Fact Tag signing using the Laser Printer✓ Review the following policies:

- Monthly Display Policy (S1-01)
- Store Within A Store (SWAS) Program Policy (OP-08)
- Correction of Errors Policy (OP-11)

✓ Build an endcap feature and make a sign✓ Build a stackbase feature and make a sign✓ Build a table feature and make a sign

Modules:

100 Riser/Highwall Maintenance*On the Job Training (OJT)*✓ Verify risers are set correctly in your department✓ Rework risers to ensure stock is rotated✓ Verify highwalls are set correctly

Modules:

✓ Greeting Cards (Only for Zone 929) Dept 3100 Resources for Living**Level 4****75 Days**

Modules:

80 Profit90 POS Register Reports*On the Job Training (OJT)*✓ Review your department's Sales and Purchase Recap to check gross margin and profit

Modules:

83 Special Service Areas I (ONLY Zones 920, 921, 922, 923, 929) Dept. 19-22/2-46/16/9/11-12/5/6/7/82/4-8-13*On the Job Training (OJT)*✓ Learn how to mix paint

Modules:

83 Special Service Areas II (ALL Zones EXCEPT Zones 924, 925 *Softlines*)

On the Job Training (OJT)

- ☒ Learn how to cut fabric
- ☒ Learn how to cut chain

Modules for Departments 2, 5, 9 and 16 Only:

On the Job Training (OJT)

- ☒ Review the following policy:
 - Security Marking Tape (LP-04)
- ☒ Learn how to look for BOB/LISA
- ☒ Learn how to use security tape

Modules:

☒ Cash Drawer Maintenance

On the Job Training (OJT)

- ☒ Learn the proper layout of money
- ☒ Practice closing procedures (count down drawer)
- ☒ Practice signing on and off the register
- ☒ Practice changing register receipt and detail tape

Modules:

☒ Scanning

On the Job Training (OJT)

- ☒ Locate the department number chart on the register pole
- ☒ Be familiar with types of barcodes and hand scanning
- ☒ Use the Visual Verify function
- ☒ Learn how to handle automobile batteries and their core charge
- ☒ Be familiar with item linking
- ☒ Perform an Item Inquiry
- ☒ Be familiar with the Outside Sales Ticket
- ☒ Beware of Scanning Percentage and Rings Per Hour

Modules:

☐ Bonding

On the Job Training (OJT)

- ☒ Practice bagging at the front end
- ☒ Learn location of bags, supplies, and hangers

Modules:

☒ Tendering*On the Job Training (OJT)*

- ☒ Learn how to accept Gift Certificates
- ☒ Learn how to accept coupons, credit cards, and discount cards
- ☒ Learn how to handle other types of currency (i.e. Pesos, Canadian dollar, etc.)
- ☒ Always use CHANT
- ☒ Be aware of off-line procedures

Modules:

☒ Check Tendering*On the Job Training (OJT)*

- ☒ Be familiar with the State I.D. chart
- ☒ Learn what checks and I.D are acceptable

Modules:

☒ Scanning Credibility*On the Job Training (OJT)*

- ☒ Learn the importance of scanning credibility at the register
- ☒ Learn how to handle NOF's at the register
- ☒ Learn how to do a price override
- ☒ Learn how to handle a competition ad
- ☒ Learn how to handle a price difference

Modules:

☒ Scanning Exceptions*On the Job Training (OJT)*

- ☒ Learn how to handle voids and error corrects
- ☒ Learn how to handle item restrictions for your store
- ☒ Learn how to handle Remote Item lookup
- ☒ Learn about NOF lookup

☒ Learn how to complete a Layaway payment

Electronics Associates ONLY

Modules:

☒ Film
☒ Film Developing
☒ Customer Film Developing Problems
☒ Picture Taking Problems
☒ Advanced Photo System

Sporting Goods Associates ONLY

Modules:

☒ Firearms Records Keeping I Test (review the Lesson before taking the test)
☒ Firearms Records Keeping II Test (review the Lesson before taking the test)
☒ Firearms
☒ Ammunition and Accessories

Garden Center Associates ONLY

Modules:

☒ Lawnmowers and Accessories
☒ Grills
☒ Live Plants

On the Job Training (OJT)

☒ Labor Relations Training. Contact your District Manager if you have not had this training.

Modules:

☒ Labor Relations Supervisor Test

Level 5

90 Days

Modules:

☒ Recruit the Best

On the Job Training (OJT)

☒ Review the following policies:

- Rehire of Former Associates (PD-32)
- Employment of Relatives (PD-17)
- Hiring of Temporary/Seasonal Help (PD-20)
- Associate Transfer (PD-05)
- Associate Transfer between Wal-Mart and McLane Co. (PD-46)
- Criminal History Checks (PD-45)

- Employment of Minors (PD-47)

✓ Work with the Recruiting and Selection Team

Modules:

90 Team Building

90 Delegation

On the Job Training (OJT)

✓ Observe and work with the Assistant Manager on delegating tasks

Modules:

100 Diversity Awareness

NOTE:

This Training Plan is to be used as a tool to help Associates in new positions, along with helping Sponsors better coach new Associates. This should be printed by the Personnel Manager and completed by the new Associate.

Associate's Signature: _____

Personnel Manager's Signature: _____

Completion Date: _____

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

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[News Brief](#) | [Contact Us](#) | [Training](#) | [Home Office](#) | [Wal-Mart Stores](#) |
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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

WALMART STORES INC.

Case 09-CA-134021

Subject to the approval of the Administrative Law Judge for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Administrative Law Judge has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party (c/o Lawrence A. Katz, Steptoe & Johnson, LLP, 201 East Washington St., Suite 1600, Phoenix, AZ 85004-2382) in English and in additional languages if the Administrative Law Judge decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in conspicuous places at the Charged Party's store located at 2545 Upper River Road, Gallipolis, Ohio 45631. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Administrative Law Judge decides that it is appropriate to do so, on its intranet at 2545 Upper River Road, Gallipolis, Ohio 45631 and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting. The Charged Party will also provide an affidavit to the Region's Compliance Officer attesting that the electronic posting has been accomplished and will provide a screen shot of the intranet posting.

NON-ADMISSION – By entering into this Settlement Agreement the Charged Party does not admit that it has violated the National Labor Relations Act as amended.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

BACKPAY — Within 14 days from approval of this agreement, the Charged Party will make whole the employee named below by payment of the amount opposite her name. The Charged Party will make appropriate withholdings. No withholdings should be made from the interest portion of the backpay. The Charged Party will also file a report with the Social Security Administration allocating the payment(s) to the appropriate time periods.

	<u>Backpay</u>	<u>Interest</u>	<u>Frontpay</u>
Nokey Foster	\$19,797	\$158	\$10,045

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. Upon the Administrative Law Judge's approval of this

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT do anything to interfere with employees' rights to bring concerted work-related issues and complaints to us on behalf of themselves and other employees.

WE WILL NOT fire employees because they exercise their right to bring issues and complaints to us on behalf of themselves and other employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL within 14 days of the Administrative Law Judge's approval of this agreement, pay Nokey Foster for the wages plus interest that she lost because we fired her and **WE WILL** file a report with the Social Security Administration allocating the backpay award to the appropriate calendar quarter. Nokey Foster has voluntarily waived reinstatement to her former job.

WE WILL, within 14 days of the Administrative Law Judge's approval of this Agreement, remove from our files any reference to Nokey Foster's discharge, and **WE WILL** notify her, in writing, that this has been done and that the discharge will not be used against her in any way.

WALMART STORES INC.

(Employer)

Dated: 12-5-2014

By: Nokey Foster

(Representative)

(Title)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

WALMART STORES, INC.

and

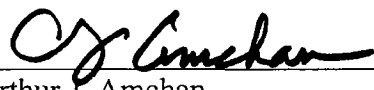
Case 09-CA-134021

NOKEY FOSTER, An Individual

ORDER GRANTING THE GENERAL COUNSEL'S MOTION
TO WITHDRAW COMPLAINT

The General Counsel has moved to withdraw the complaint in this matter on the grounds that Respondent has fully complied with the parties' settlement agreement. This motion is hereby granted.

Dated: May 1, 2015



Arthur J. Amchan
Administrative Law Judge

Form NLRB - 601 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
09-CA-262105	JUNE 23, 2020

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Walmart		b. Tel. No. (304)525-8889
		c. Cell No.
d. Address (street, city, state ZIP code) 3333 Route 60, Huntington, WV 25703	e. Employer Representative (b) (6), (b) (7)(C)	f. Fax No.
		g. e-Mail
		h. Dispute Location (City and State) Huntington, WV
i. Type of Establishment (factory, nursing home, hotel) Department Store	j. Principal Product or Service Groceries and other products	k. Number of workers at dispute location 300

I. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

In 2016, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by threatening an employee if (b) (6), (b) (7)(C) talked to other employees about (b) (6), (b) (7)(C) working conditions.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

4a. Address (street and number, city, state, and ZIP code) (b) (6), (b) (7)(C)	4b. Tel. No.
	4c. Cell No. (b) (6), (b) (7)(C)
	4d. Fax No.
	4e. e-Mail (b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) an individual	Tel. No.
(b) (6), (b) (7)(C) (person making charge)	Print Name and Title	Office, if any, Cell No. (b) (6), (b) (7)(C)
Address: (b) (6), (b) (7)(C)	Date: 6-22-20	Fax No.
		e-Mail (b) (6), (b) (7)(C)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

(b) (6), (b) (7)(C)



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 9
550 MAIN ST
RM 3003
CINCINNATI, OH 45202-3271

Agency Website: www.nlr.gov
Telephone: (513)684-3686
Fax: (513)684-3946

July 22, 2020

(b) (6), (b) (7)(C)

Re: WALMART
Case 09-CA-262105

Dear (b) (6), (b) (7)(C):

We have carefully investigated and considered your charge that Walmart has violated the National Labor Relations Act.

Decision to Dismiss: Based on that investigation, I have decided to dismiss your charge because the charge was filed outside the period set forth in Section 10(b) of the Act.

Charging Party's Right to Appeal: The Charging Party may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: You must file your appeal electronically or provide a written statement explaining why electronic submission is not possible or feasible (Written instructions for the NLRB's E-Filing system and the Terms and Conditions of the NLRB's E-Filing policy are available at www.nlr.gov. See [User Guide](#). A video demonstration which provides [step-by-step instructions](#) and frequently asked questions are also available at www.nlr.gov. If you require additional assistance with E-Filing, please contact E-File@NLRB.gov).

You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. If you cannot file electronically, please send the appeal and your written explanation of why you cannot file electronically to the **General Counsel** at the **National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **August 5, 2020**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than August 4, 2020. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the

appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before August 5, 2020**. The request may be filed electronically through the *E-File Documents* link on our website www.nlr.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after August 5, 2020, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor requests to limit our use of appeal statements or evidence. Upon a request under the Freedom of Information Act (FOIA) by a party during the processing of an appeal, the Agency's FOIA Branch discloses appeal statements, redacted for personal privacy, confidential source protection, or other applicable FOIA exemptions. In the event the appeal is sustained, any statement or material submitted may be introduced as evidence at a hearing before an administrative law judge. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Very truly yours,



Matthew T. Denholm
Regional Director

Enclosure

cc:

(b) (6), (b) (7)(C)

Walmart
3333 Route 60
Huntington, WV 25703

Steven D. Wheelless, Attorney at Law
Steptoe & Johnson, LLP
1330 Connecticut Ave NW
Washington, DC 20036-1703

813-228-2874

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
12-CA-245365	07/23/2019

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Walmart, Inc.		b. Tel. No. (904)737-7007
		c. Cell No.
d. Address (street, city, state ZIP code) 4250 Philips Hwy, Jacksonville, FL 32207	e. Employer Representative (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)	f. Fax No.
		g. e-Mail
		h. Dispute Location (City and State) Jacksonville, FL
i. Type of Establishment (factory, nursing home, hotel) Retail	j. Principal Product or Service Various goods	k. Number of workers at dispute location 200+

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Since around or about July 2, 2019, the Employer, by its officers, agents, and representatives, has restrained and coerced employees in the exercise of their Section 7 rights by announcing, implementing, and enforcing a rule prohibiting employees from discussing wages.

Since around or about July 2, 2019, the Employer, by its officers, agents, and representatives, has restrained and coerced employees in the exercise of their Section 7 rights by instructing employees not to discuss their wages

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)	
4a. Address (street and number, city, state, and ZIP code) (b) (6), (b) (7)(C)	4b. Tel. No. (b) (6), (b) (7)(C)
	4c. Cell No.
	4d. Fax No.
	4e. (b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge.		Tel. No. (b) (6), (b) (7)(C)
By (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)		Office, if any, Cell No.
(signature of representative of person making charge) Print name and title		Fax No.
Address (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)		c. (b) (6), (b) (7)(C)
Date: 7-23-2019		

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary, however, failure to supply the information will cause the NLRB to decline to invoke its processes.

(b) (6), (b) (7)(C)

From: [Wheeless, Steven](#)
To: [Licare, Imee](#)
Cc: [Wheeless, Steven](#)
Subject: Walmart's Input in response to Charge: Walmart, Inc., 12-CA-245365 - EOT
Date: Thursday, August 8, 2019 9:52:06 AM
Attachments: [image001.png](#)
[\(b\) \(6\), \(b\) \(7\)\(C\) Talking Points.pdf](#)

Imee: By way of follow up to our recent conversation, I confirmed there was a mistaken statement by an (b) (6), (b) (7)(C), and the Company moved quickly and decisively to repudiate. In that regard, please see the attached declaration with attached repudiation Talking Points from the relevant (b) (6), (b) (7)(C). As noted, the (b) (6), (b) (7)(C) repudiated the incorrect statement with the charging party in the presence of the (b) (6), (b) (7)(C) who made the incorrect statement and that (b) (6), (b) (7)(C) confirmed (b) (6), (b) (7)(C) understood the mistake, understood the relevant NLRA requirement, and committed to compliance.

With this affirmative corrective action, I would ask that the Region consider closing the matter as a de minimis infraction. Please let me know if you need further input or information from me. Much appreciated. Steve

Steven D. Wheeless
Partner, swheeless@step toe.com

Step toe

+1 602 257 5234 direct Steptoe & Johnson LLP
+1 602 499 2759 mobile 201 E. Washington Street
+1 602 257 5299 fax Suite 1600
Phoenix, AZ 85004
www.step toe.com

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From: Licare, Imee [mailto:Imee.Licare@nlrb.gov]
Sent: Wednesday, August 07, 2019 8:44 AM
To: Wheeless, Steven
Subject: RE: Walmart, Inc., 12-CA-245365 - EOT

Steve,

Per our conversation and based on the circumstances you presented, this is to confirm that your request for one week extension to submit the Employer's response and evidence has been granted. I look forward to receiving your response no later than Wednesday, August 14, 2019.

Imee

From: Licare, Imee
Sent: Wednesday, July 31, 2019 3:27 PM
To: swheelless@steptoe.com
Subject: Walmart, Inc., 12-CA-245365 - evidence letter

Mr. Wheelless:

Please see attached letter requesting the Employer's response and evidence in support of its position on the charge. Thank you for your cooperation and prompt attention to this matter.



Imee C. Licare, Resident Agent
NLRB Region 12, Jacksonville FL
2220 County Road 210 West
Suite 108-223 (PMB 223)
Jacksonville, FL 32259
Tel. (202) 273-3859
Fax (202) 827-2360

E-File Case Documents: <https://apps.nlr.gov/eservice/efileterm.aspx>

E-File New Charge or Petition: <https://apps.nlr.gov/eservice/efileterm.aspx?app=chargeandpetition>

Important/Witness Notice – Witnesses, if we need to discuss evidence or facts in the case for which you are involved, **then please call – rather than email me**. If the case is litigated, then my office may be obligated to produce your email discussion of evidence and/or facts as your “adopted statements.” If your adopted statement conflicts with your sworn testimony at trial then opposing counsel can possibly discredit or impeach your trial testimony. For these reasons, please save all discussions about facts or evidence for our in-person or telephonic meetings.

DECLARATION OF (b) (6), (b) (7)(C)

1. My name is (b) (6), (b) (7)(C). I am over the age of 18 and have personal knowledge of the information provided in this Declaration.
2. I am (b) (6), (b) (7)(C) at Walmart's Jacksonville, Florida store located at 4250 Phillips Hwy.
3. (b) (6), (b) (7)(C) the charging party in 12-CA-245365, works at our store.
4. After receiving the charge, our management team investigated the allegation and determined that (b) (6), (b) (7)(C) did on one occasion mistakenly tell (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) should not discuss wages.
5. In response, we immediately determined to repudiate the mistaken statement, and I personally repudiated the statement with (b) (6), (b) (7)(C) in the presence of and with the acknowledgment of (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C).
6. I conducted the repudiation meeting with (b) (6), (b) (7)(C) on Wednesday, (b) (6), (b) (7)(C) 2019, at approximately 2:05 p.m. in the manager's office at the store.
7. During the meeting with (b) (6), (b) (7)(C) I covered the attached Talking Points word-for-word.

I declare under penalty of perjury that the foregoing statement is true and accurate to best of my knowledge, information, and belief.

(b) (6), (b) (7)(C)

John Messer

(b) (6), (b) (7)(C)

Date

Talking points read verbatim to (b) (6), (b) (7)(C), by (b) (6), (b) (7)(C), in the presence of (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C), 2019.

Hi (b) (6), (b) (7)(C). Thanks for taking a moment to visit with us. I'd like to follow-up with you about a conversation you and (b) (6), (b) (7)(C) had last week.

I am going to read from my notes to be sure I cover everything so thanks for bearing with me on this.

Last week you were talking with another associate about (b) (6), (b) (7)(C) salaries. I understand (b) (6), (b) (7)(C) told you it is against Walmart policy for associates to discuss salary matters.

That's not correct, and (b) (6), (b) (7)(C) misspoke. It is not against Walmart policy for associates to discuss wages, salaries, or compensation, and the National Labor Relations Act generally gives associates the right to talk about those subjects at work as long as such discussions don't interfere with the work function. I want to clear that up and let you know that you will not get in trouble for discussing salary matters, and management will not tell you that you cannot discuss it or try to keep you from discussing it. We do have to be sure to get our work done on time, though. Any questions about that?

(b) (6), (b) (7)(C), do you understand the correct policy? (b) (6), (b) (7)(C) responded, "Yes"] And you agree to comply? (b) (6), (b) (7)(C) responded "Yes"]

Good. Now that we've cleared that up, we thank you for taking the time to visit with us. I have covered everything that we wanted to share, and we can all get back to work.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Walmart, Inc.

Case 12-CA-245365

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in conspicuous places, including all places where notices to employees are customarily posted in Store #3309, located at 4250 Philips Highway, Jacksonville, FL 32207. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet at Store #3309 and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy and a date-stamped screen shot of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes

Initials

No

SDW

Initials

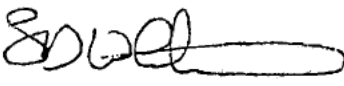
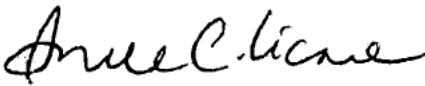
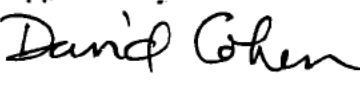
9/16/19

SDW

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 working days, and again after 60 calendar days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 working days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Walmart, Inc.	Charging Party (b) (6), (b) (7)(C)
By: Name and Title Date  9/14/19	By: Name and Title Date
Print Name and Title below Steven D. Witteless Walmart Attorney	Print Name and Title below
Recommended By: Date  9/24/19	Approved By: Date  September 25, 2019
Imee C. Licare Resident Agent	David Cohen Regional Director, Region 12

(To be printed and posted on official Board notice form)

SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT tell you that employees are not permitted to discuss their wages with your co-workers or others.

WE WILL NOT in any like or related manner interfere with, restrain or coerce employees in their exercise of the above stated rights under Section 7 of the National Labor Relations Act.

WALMART, INC.

(Employer)

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/try> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

201 E Kennedy Blvd Ste 530
Tampa, FL 33602-5824

Telephone: (813)228-2641
Hours of Operation: 8 a.m. to 4:30 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE
This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

9/16/19
SDW



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 12
201 E Kennedy Blvd Ste 530
Tampa, FL 33602-5824

Agency Website:
www.nlr.gov
Telephone: (813)228-2641
Fax: (813)228-2874

December 31, 2019

Steven D. Wheelless, Esq.
Steptoe & Johnson, LLP
1330 Connecticut Avenue, NW
Washington, DC 20036

Re: Walmart, Inc.
Case 12-CA-245365

Dear Mr. Wheelless:

The above-captioned case has been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement.

Very truly yours,

A handwritten signature in black ink, reading "David Cohen", is written over a white background.

David Cohen
Regional Director

cc: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Walmart, Inc.
4250 Philips Hwy
Jacksonville, FL 32207

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

INSTRUCTIONS.

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
15-CA-141835	11/28/14

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring

I. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer Walmart Market Place		b. Tel. No. (501)287-6001
		c. Cell No.
d. Address (street, city, state ZIP code) 75 S Broadview St, Greenbrier, AR 72058-9231	e. Employer Representative (b) (6), (b) (7)(C)	f. Fax No.
		g. e-Mail
		h. Dispute Location (City and State) Greenbrier, AR
i. Type of Establishment (factory, nursing home, hotel) Department Store	j. Principal Product or Service Groceries and household items	k. Number of workers at dispute location 120
<p>1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.</p> <p>2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)</p> <p>Since about (b) (6), (b) (7)(C) 2014 and continuing, the above-named Employer, through its officers, agents, and supervisors, has retaliated against (b) (6), (b) (7)(C) for using an unlawful open door policy by reducing (b) (6), (b) (7)(C) work hours and failing to grant requests for days off</p>		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) (b) (6), (b) (7)(C)		
4a. Address (street and number, city, state, and ZIP code) (b) (6), (b) (7)(C)		4b. Tel. No.
		4c. Cell No. (b) (6), (b) (7)(C)
		4d. Fax No.
		4e. e-Mail (b) (6), (b) (7)(C)
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)		
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of		Tel. No.
(b) (6), (b) (7)(C)		Office, if any, Cell No. (b) (6), (b) (7)(C)
An Individual		Fax No.
Print Name and Title		e-Mail
Date November 28th 2014		(b) (6), (b) (7)(C)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes (b) (6), (b) (7)(C)



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 15
600 S Maestri Pl Fl 7
New Orleans, LA 70130-3414

Agency Website: www.nlrb.gov
Telephone: (504)589-6361
Fax: (504)589-4069

December 22, 2014

STEVEN D. WHEELLESS, Esq.
Steptoe & Johnson, LLP
201 EAST WASHINGTON ST.
SUITE 1600
PHOENIX, AZ 85004-2382

ALAN BAYLESS FELDMAN, Esq.
Steptoe & Johnson, LLP
201 EAST WASHINGTON ST.
STE 1600
PHOENIX, AZ 85004-2382

Re: Walmart Market Place
Cases 15-CA-141835, 15-CA-141838, and
15-CA-141840

Dear Mr. WHEELLESS and Mr. FELDMAN:

This is to advise you that I have approved the withdrawal of the charges in the above captioned cases.

Very truly yours,

M. KATHLEEN MCKINNEY
Regional Director

cc:

(b) (6), (b) (7)(C)

[Redacted]

(b) (6), (b) (7)(C)

75 S BROADVIEW ST
GREENBRIER, AR 72058-9231

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
15-CA-141838	11/28/14

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
a. Name of Employer Walmart Market Place		b. Tel. No. (501)287-6001	
d. Address (street, city, state ZIP code) 75 S Broadview St, Greenbrier, AR 72058-9231		c. Cell No.	
e. Employer Representative (b) (6), (b) (7)(C)		f. Fax No.	
		g. e-Mail	
		h. Dispute Location (City and State) Greenbrier, AR	
i. Type of Establishment (factory, nursing home, hotel) Department Store		j. Principal Product or Service Groceries and household items	
		k. Number of workers at dispute location 120	
<p>1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act</p> <p>2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)</p> <p>Since on or about (b) (6), (b) (7)(C), 2014, the above-named Employer, through its officers, agents, and supervisors, threatened (b) (6), (b) (7)(C) with discipline and "coached" (b) (6), (b) (7)(C) in retaliation for (b) (6), (b) (7)(C) protected concerted activity of complaining to management about hours and working conditions.</p>			
3. Full name of party filing charge (if labor organization, give full name, including local name and number) (b) (6), (b) (7)(C)			
4a. Address (street and number, city, state, and ZIP code) (b) (6), (b) (7)(C)		4b. Tel. No.	
		4c. Cell No. (b) (6), (b) (7)(C)	
		4d. Fax No.	
		4e. e-Mail (b) (6), (b) (7)(C)	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)			
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief		Tel. No.	
(b) (6), (b) (7)(C)		Office, if any, Cell No. (b) (6), (b) (7)(C)	
(b) (6), (b) (7)(C)		Fax No.	
(b) (6), (b) (7)(C)		e-Mail (b) (6), (b) (7)(C)	
(b) (6), (b) (7)(C)		Date November 28th, 2014	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes. (b) (6), (b) (7)(C)



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 15
600 S Maestri Pl Fl 7
New Orleans, LA 70130-3414

Agency Website: www.nlrb.gov
Telephone: (504)589-6361
Fax: (504)589-4069

December 22, 2014

STEVEN D. WHEELLESS, Esq.
Steptoe & Johnson, LLP
201 EAST WASHINGTON ST.
SUITE 1600
PHOENIX, AZ 85004-2382

ALAN BAYLESS FELDMAN, Esq.
Steptoe & Johnson, LLP
201 E WASHINGTON ST STE 1600
PHOENIX, AZ 85004-2382

Re: Walmart Market Place
Case 15-CA-141838

Dear Mr. WHEELLESS and Mr. Feldman:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

M. KATHLEEN MCKINNEY
Regional Director

cc: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Walmart Market Place
75 S BROADVIEW ST
GREENBRIER, AR 72058-9231

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
15-CA-141840	11/28/14

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1 EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Walmart Market Place		b. Tel. No. (501)287-6001
d. Address (street, city, state ZIP code) 75 S Broadview St, Greenbrier, AR 72058-9231		c. Cell No.
e. Employer Representative (b) (6), (b) (7)(C)		f. Fax No.
		g. e-Mail
		h. Dispute Location (City and State) Greenbrier, AR
i. Type of Establishment (factory, nursing home, hotel) Department Store	j. Principal Product or Service Groceries and household items	k. Number of workers at dispute location 120

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2 Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Since about (b) (6), (b) (7)(C) 2014, and continuing, the above-named Employer, through its officers, agents, and supervisors, has retaliated against (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) protected concerted activity of complaining about hours and working condition by reducing (b) (6), (b) (7)(C) work hours and failing to grant requests for days off.

3 Full name of party filing charge (if labor organization, give full name including local name and number)

(b) (6), (b) (7)(C)

4a Address (street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No.**4c. Cell No.**

(b) (6), (b) (7)(C)

4d. Fax No.**4e. e-Mail**

(b) (6), (b) (7)(C)

5 Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**6 DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of

Tel No**Office, if any, Cell No**

(b) (6), (b) (7)(C)

Fax No**e-Mail**

(b) (6), (b) (7)(C)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

(b) (6), (b) (7)(C)



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 15
600 S Maestri Pl Fl 7
New Orleans, LA 70130-3414

Agency Website: www.nlrb.gov
Telephone: (504)589-6361
Fax: (504)589-4069

December 22, 2014

STEVEN D. WHEELLESS, Esq.
Steptoe & Johnson, LLP
201 EAST WASHINGTON ST.
SUITE 1600
PHOENIX, AZ 85004-2382

ALAN BAYLESS FELDMAN, Esq.
Steptoe & Johnson, LLP
201 E WASHINGTON ST STE 1600
PHOENIX, AZ 85004-2382

Re: Walmart Market Place
Case 15-CA-141840

Dear Mr. WHEELLESS and Mr. Feldman:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

M. KATHLEEN MCKINNEY
Regional Director

cc: (b) (6), (b) (7)(C)
Walmart Market Place
75 S BROADVIEW ST
GREENBRIER, AR 72058-9231

(b) (6), (b) (7)(C)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
28-CA-217718	04/03/2018

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer Walmart Inc.		b. Tel. No. (505)771-4877
		c. Cell No.
d. Address (street, city, state ZIP code) 460 Highway 528, Bernalillo, NM 87004-6633	e. Employer Representative (b) (6), (b) (7)(C)	f. Fax No.
		g. e-Mail
		h. Dispute Location (City and State) Bernalillo, NM
i. Type of Establishment (factory, nursing home, hotel) Retail Store	j. Principal Product or Service Retail Goods	k. Number of workers at dispute location 500
<p>1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsection (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.</p> <p>2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Within the last six months, the above-named Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by interrogating employees about their protected concerted activities, threatening employees with discipline for discussing terms and conditions of employment, and telling employees that discussions of terms and conditions of employment or seeking assistance from state or federal agencies was futile.</p> <p>By these and other acts, the above-named Employer, by its officers, agents, and representatives, has interfered with, restrained, and coerced employees in the exercise of rights guaranteed by Section 7 of the Act.</p>		

3. Full name of party filing charge (if labor organization, give full name, including local name and number) (b) (6), (b) (7)(C)		
4a. Address (street and number, city, state, and ZIP code) (b) (6), (b) (7)(C)	4b. Tel. No. (b) (6), (b) (7)(C)	4c. Cell No.
	4d. Fax No.	
	4e. e-Mail (b) (6), (b) (7)(C)	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)		
(b) (6), (b) (7)(C)	I declare that the above charge and that the statements are true to the best of my knowledge and belief.	
(b) (6), (b) (7)(C)	Office, if any, Cell No.	
(b) (6), (b) (7)(C)	Fax No.	
(b) (6), (b) (7)(C)	e-Mail (b) (6), (b) (7)(C)	
(b) (6), (b) (7)(C)	Date: 04/03/2018	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

(b) (6), (b) (7)(C)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
FIRST AMENDED CHARGE AGAINST EMPLOYER
INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
28-CA-217718	06/29/2018

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Walmart Inc.	b. Tel. No. (505) 771-4877
	c. Cell No.
d. Address (street, city, state ZIP code) 460 Highway 528, Bernalillo, NM 87004-6633	e. Employer Representative (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
	f. Fax No.
	g. e-Mail
	h. Dispute Location (City and State) Bernalillo, NM
i. Type of Establishment (factory, nursing home, hotel) Retail Store	j. Principal Product or Service Retail Goods
	k. Number of workers at dispute location 500
l. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Within the last six months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by interrogating employees about their protected concerted activities, surveilling employees' protected concerted activities, threatening employees with discipline for discussing terms and conditions of employment, and telling employees that discussions of terms and conditions of employment or seeking assistance from state or federal agencies was futile. Within the past six months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by promulgating overly broad and discriminatory rules and directives	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) (b) (6), (b) (7)(C)	
4a. Address (street and number, city, state, and ZIP code) (b) (6), (b) (7)(C)	4b. Tel. No. (b) (6), (b) (7)(C)
	4c. Cell No.
	4d. Fax No.
	4e. e-Mail (b) (6), (b) (7)(C)
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)	
(b) (6), (b) (7)(C)	Tel. No. (b) (6), (b) (7)(C)
	Office, if any, Cell No.
(b) (6), (b) (7)(C)	Fax No.
(b) (6), (b) (7)(C)	e-Mail (b) (6), (b) (7)(C)
and that the statements are true to the best of	
(b) (6), (b) (7)(C)	Print Name and Title
Date: June 26, 2018	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Steven D. Wheelless
602 257 5234
swheelless@step toe.com

Alan Bayless Feldman
602 257 5254
afeldman@step toe.com

201 East Washington Street
Suite 1600
Phoenix, AZ 85004-2382
602 257 5200 main
602 257 5299 fax
www.step toe.com



May 3, 2018

VIA E-FILE AND E-MAIL

Katherine Leung
Field Attorney
National Labor Relations Board, Region 28
PO Box 244
Albuquerque, New Mexico 87103-0244

RE: WALMART: Charge No. 28-CA-217718

Dear Ms. Leung:

Walmart Stores, Inc. appreciates the opportunity to respond to (b) (6), (b) (7)(C) April 3, 2018 Charge as supplemented by your April 17 correspondence. In (b) (6), (b) (7)(C) Charge, (b) (6), (b) (7)(C) alleges that management unlawfully interrogated (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) alleged protected concerted activities, threatened (b) (6), (b) (7)(C) with discipline for discussing terms and conditions of employment, and told (b) (6), (b) (7)(C) that discussions of terms and conditions of employment or seeking assistance from state or federal agencies was futile. Those allegations relate to a single conversation (b) (6), (b) (7)(C) had with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) in early (b) (6), (b) (7)(C) 2018 about comments (b) (6), (b) (7)(C) made to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) unapproved absences, whether (b) (6), (b) (7)(C) was going to be discharged for those absences, and how (b) (6), (b) (7)(C) believed that the attendance policy was unfair and unlawful. In its April 17 correspondence the Region raised three new allegations: in (b) (6), (b) (7)(C) 2018 (b) (6), (b) (7)(C) promulgated an overly broad and discriminatory rule prohibiting employees from discussing Walmart's policies with one another; in (b) (6), (b) (7)(C) 2018, Walmart issued (b) (6), (b) (7)(C) a verbal warning because (b) (6), (b) (7)(C) engaged in protected concerted activities; and beginning about (b) (6), (b) (7)(C) 2018, (b) (6), (b) (7)(C) surveilled (b) (6), (b) (7)(C) communications with other associates.

All of those allegations fail for various reasons. First, (b) (6), (b) (7)(C) did not interrogate (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) conversations with other associates. During their meeting, (b) (6), (b) (7)(C) did not ask (b) (6), (b) (7)(C) any questions other than whether (b) (6), (b) (7)(C) felt sick and wanted to go home because (b) (6), (b) (7)(C) already knew what (b) (6), (b) (7)(C) discussed with the other associates and had no reason to ask (b) (6), (b) (7)(C) about those conversations. Second, (b) (6), (b) (7)(C) did not threaten (b) (6), (b) (7)(C) with discipline for discussing the Company's policies with other associates. (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) to ensure that (b) (6), (b) (7)(C) understood the attendance policy (b) (6), (b) (7)(C) believed (b) (6), (b) (7)(C) did not) as it related to (b) (6), (b) (7)(C) own absences and so that if (b) (6), (b) (7)(C) talked about it with other associates (b) (6), (b) (7)(C) could do so accurately. During the meeting (b) (6), (b) (7)(C) never mentioned anything about discipline or discharge. Third, (b) (6), (b) (7)(C) never told (b) (6), (b) (7)(C) that contacting the government about alleged violations of the law would be futile. Rather, (b) (6), (b) (7)(C) explained that Walmart has been around a long time, follows the law, and that it could lawfully discharge associates under its attendance policy. Fourth, as to the new allegations, the Region

cannot process them because (b) (6), (b) (7)(C) did not raise those allegations in (b) (6), (b) (7)(C) Charge and those allegations do not relate to the original Charge allegations. Fifth, even if the Region could process those new allegations, (b) (6), (b) (7)(C) never promulgated any rule prohibiting associates from discussing Company policies; (b) (6), (b) (7)(C) did not issue (b) (6), (b) (7)(C) any verbal warning, and even if (b) (6), (b) (7)(C) did, a verbal warning does not constitute an adverse action under the Act; and (b) (6), (b) (7)(C) did not surveil (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) did nothing out of the ordinary when (b) (6), (b) (7)(C) conducted (b) (6), (b) (7)(C) daily required store walks/tours throughout the store.

After you review the analysis below, we trust you will agree that Walmart did not violate the Act as alleged.

I. FACTUAL BACKGROUND.

A. Walmart Hired (b) (6), (b) (7)(C) As A Sales Associate In (b) (6), (b) (7)(C).

On (b) (6), (b) (7)(C), 2017, Walmart hired (b) (6), (b) (7)(C) as a (b) (6), (b) (7)(C) Sales Associate in the (b) (6), (b) (7)(C) department at Store 3731 in Bernalillo, New Mexico. [Tab 1.] As a (b) (6), (b) (7)(C) Sales Associate, (b) (6), (b) (7)(C) duties included arranging, organizing, and stocking merchandise and supplies received from distribution centers and suppliers. (b) (6), (b) (7)(C) position also required (b) (6), (b) (7)(C) to use equipment, such as pallet jacks, in order to access, load, and unload merchandise and supplies for (b) (6), (b) (7)(C) department. On a regular basis, (b) (6), (b) (7)(C) needed to work in the (b) (6), (b) (7)(C) to perform those duties. Some of the essential functions of (b) (6), (b) (7)(C) position included reaching, bending, twisting, pulling, stooping, as well as, moving, lifting, carrying, and placing merchandise and supplies weighing up to 50 pounds without assistance. (b) (6), (b) (7)(C) also spent a large amount of (b) (6), (b) (7)(C) time providing customer service in (b) (6), (b) (7)(C) that required (b) (6), (b) (7)(C) to regularly work on (b) (6), (b) (7)(C) feet. [Tab 2.]

After a few months, (b) (6), (b) (7)(C) learned from (b) (6), (b) (7)(C) direct supervisors that (b) (6), (b) (7)(C) had problems performing (b) (6), (b) (7)(C) duties in (b) (6), (b) (7)(C). Shortly thereafter, (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C). During their meeting, (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) had difficulty working in (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) could not walk back and forth for long periods of time, (b) (6), (b) (7)(C) had a hard time using a pallet jack to move merchandise, and (b) (6), (b) (7)(C) could not lift the heavy cases of merchandise from (b) (6), (b) (7)(C) department. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) might have an open (b) (6), (b) (7)(C) position, which would not require (b) (6), (b) (7)(C) to perform those tasks that (b) (6), (b) (7)(C) found difficult. However, (b) (6), (b) (7)(C) explained that in order to receive an increased wage that would come with the (b) (6), (b) (7)(C) position, (b) (6), (b) (7)(C) needed to first complete (b) (6), (b) (7)(C) initial computerized training. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) would work to complete the training.

B. Walmart Uses A No Fault Attendance/Punctuality Policy.

Walmart uses a “no fault” Attendance/Punctuality Policy. [Tab 3.] In that Policy, Walmart tells associates that “to provide extraordinary customer service, we must have the right associate, in the right place, at the right time.” Consequently, “regular and punctual attendance is a required and essential function of each associate’s job.” [Id.]

The Policy defines an “unauthorized absence” as “any time you are away from a scheduled shift for a reason that is not Authorized or approved by your supervisor or manager, even if you use an income replacement benefit (such as PTO) to offset lost work time” and “may result from arriving late or leaving early, as well as missing entire scheduled shifts.” Walmart instructs associates that “[e]ach unauthorized absence will result in a partial occurrence or one or more full occurrences” [Id.]